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Attorneys for Defendant Mervyn's LLC

## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

Great White Bear, LLC,

Plaintiff,

-against-

Mervyns, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

DECLARATION OF LISA T. SIMPSON

#### LISA T. SIMPSON declares:

- 1. I am a member of the Bar of this Court and of the firm Orrick, Herrington & Sutcliffe LLP, attorneys for Defendant Mervyn's LLC ("Mervyn's") in this action. I submit this declaration in support of Mervyn's' Memorandum of Law in Response to Plaintiff Great White Bear's Objections to the May 27, 2008 and June 4, 2008 Orders of Magistrate Judge Maas.
- 2. Attached hereto as Exhibit A is a true and correct copy of the Memorandum Decision and Order of Magistrate Judge Maas, dated May 27, 2008, granting in part and denying in part Mervyn's' motion to strike items 3, 4, 5, 6, 7, and 8 from the expert report of Mr. Rankel

and for fees and costs resulting from the failure of Plaintiff Great White Bear LLC ("GWB") to comply with FRCP 26 (the "May 27, 2008 Order").

- 3. Attached hereto as Exhibit B is a true and correct copy of the Order of Magistrate Judge Maas, dated November 29, 2007, requiring that GWB identify its experts by December 14, 2007 and submit its expert reports by January 11, 2008.
- 4. Attached hereto as Exhibit C is a true and correct copy of the letter from Philip A. Byler, Esq., counsel to GWB, to Magistrate Judge Maas, dated January 11, 2008, requesting an extension of GWB's time to submit its expert reports from January 11, 2008 to January 21, 2008.
- Attached hereto as Exhibit D is a true and correct copy of the Order of Magistrate
   Judge Maas, dated January 11, 2008, granting GWB's request to submit its expert reports by
   January 21, 2008.
- 6. Attached hereto as Exhibit E is a true and correct copy of the first version of the expert report of Stephen J. Rankel, dated January 21, 2008.
- 7. Attached hereto as Exhibit F is a true and correct copy of my letter, dated February 6, 2008, to Mr. Byler, identifying the deficiencies in GWB's expert reports and requesting that GWB immediately provide reports in conformity with the requirements of FRCP 26.
- 8. Attached hereto as Exhibit G is a true and correct copy of Mr. Byler's letter, dated February 11, 2008 (but faxed February 13, 2008), informally providing some of the information requested in my February 6, 2008 letter and agreeing to provide supplemental reports.
- 9. Attached hereto as Exhibit H is a true and correct copy of my letter to Mr. Byler, dated February 19, 2008, requesting GWB's promised supplemental reports and further

requesting that GWB agree to provide Mervyn's with a new date for production of its expert reports, given its February 27, 2008 deadline.

- 10. Attached hereto as Exhibit I is a true and correct copy of email traffic between me and Mr. Byler on February 19 and 20, 2008, regarding supplementation of GWB's original expert reports.
- 11. Attached hereto as Exhibit J is a true and correct copy of Mr. Byler's letter, dated February 20, 2008, assuring the production of a supplemental report by Mr. Rankel "shortly."
- 12. Attached hereto as Exhibit K is a true and correct copy of Mervyn's' application to the Court (without exhibits), dated February 21, 2008, requesting that the Court (i) set a firm date for the production of GWB's promised supplemental report from Mr. Rankel, and (ii) extend to a reasonable date thereafter Mervyn's' deadline to serve its expert reports.
- 13. Attached hereto as Exhibit L is a true and correct copy of the Court's Order, dated February 25, 2008, directing GWB to provide "complete" expert disclosure to Mervyn's by March 14, 2008.
- 14. Attached hereto as Exhibit M is a true and correct copy of the supplemental expert report of Mr. Rankel, dated February 20, 2008, and received February 29, 2008.
- 15. Attached hereto as Exhibit N is a true and correct copy of my letter to Mr. Byler, dated March 6, 2008, advising that Mr. Rankel's supplemental report remained deficient.
- 16. Attached hereto as Exhibit O is a true and correct copy of GWB's second supplemental expert report of Mr. Rankel, dated March 13, 2008, and received March 17, 2008.
- 17. Attached hereto as Exhibit P is a true and correct copy of Mervyn's' application to the Court (without exhibits), dated March 21, 2008, requesting that Mervyn's be allowed to make a motion pursuant to FRCP 37 to strike the expert report of Mr. Rankel and preclude

- GWB's reliance on that report or any related testimony, as well as to seek sanctions in the form of costs and attorneys' fees, for GWB's failure to comply with FRCP 26 and the Court's February 25, 2008 Order.
- 18. Attached hereto as Exhibit Q is a true and correct copy of Mr. Byler's letter, dated April 8, 2008 (faxed less than an hour prior to the scheduled conference with the Court regarding Mervyn's' March 21, 2008 application), enclosing yet another supplement to Mr. Rankel's report.
- 19. Attached hereto as Exhibit R is a true and correct copy of the transcript of the parties' April 8, 2008 telephone conference before Magistrate Judge Maas, during which Magistrate Judge Maas, over Mervyn's' objection, provided GWB "one last shot" to remedy the "willfully inadequate" expert report of Mr. Rankel.
- 20. Attached hereto as Exhibit S is a true and correct copy of the Court's Order, dated April 8, 2008, directing GWB to provide Mervyn's with a "final" report from Mr. Rankel by April 10, 2008 at 5:00 p.m.
- 21. Attached hereto as Exhibit T is a true and correct copy of GWB's final expert report of Mr. Rankel, dated April 10, 2008.
- 22. Attached hereto as Exhibit U is a true and correct copy of: (i) Mervyn's' Memorandum of Law in Support of Defendant's Motion to Strike Items 3, 4, 5, 6, 7, and 8 from the Expert Report of Stephen J. Rankel and for Fees and Costs Resulting from Plaintiff's Failure to Comply with FRCP 26, dated April 17, 2008; and (ii) the Declaration of Lisa T. Simpson in support of Mervyn's' motion to strike items 3, 4, 5, 6, 7, and 8 from the expert report of Mr. Rankel and for fees and costs resulting from GWB's failure to comply with FRCP 26, dated April 17, 2008 (without exhibits).

- 23. Attached hereto as Exhibit V is a true and correct copy of: (i) Plaintiff Great White Bear LLC's Memorandum of Law in Opposition to Defendant Mervyns [sic] LLC's Motion to Strike Items 3-8 in the Expert Report of Stephen J. Rankel, C.P.A. and for Fees and Costs, dated April 24, 2008; and (ii) the Declaration of Philip A. Byler, Esq. in Opposition to Motion to Strike Items 3-8 in Rankel Report and Award Fees and Costs, dated April 24, 2008 (with exhibits).
- 24. Attached hereto as Exhibit W is a true and correct copy of the transcript of the parties' June 4, 2008 telephone conference before Magistrate Judge Maas.
- 25. Attached hereto as Exhibit X is a true and correct copy of the Order of Magistrate Judge Maas, dated June 4, 2008, directing Mervyn's to serve its expert reports by June 20, 2008 and providing for the close of expert discovery on July 11, 2008 (the "June 4, 2008 Order").
- 26. Attached hereto as Exhibit Y is a true and correct copy of the Order of Magistrate Judge Maas, dated June 12, 2008, granting a stay of the June 4, 2008 Order in light of GWB's objections to the May 27, 2008 Order and the June 4, 2008 Order.
- 27. Attached hereto as Exhibit Z is a true and correct copy of the Order, dated June 28, 2007, referring this action to Magistrate Judge Maas for "General Pretrial (includes scheduling, discovery, non-dispositive pretrial motions, and settlement)."

I declare under penalty of perjury that the foregoing is true and correct.

Executed at New York, New York on June 23, 2008.

# EXHIBIT A

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GREAT WHITE BEAR, LLC,

Plaintiff, MEMORANDUM

**DECISION AND ORDER** 

-against-

06 Civ. 13358 (RMB)(FM)

MERVYNS, LLC,

Defendant.

FRANK MAAS, United States Magistrate Judge.

In this action, plaintiff Great White Bear, LLC ("GWB") alleges that defendant Mervyns, LLC ("Mervyns") breached its contractual commitment to purchase \$11.7 million worth of clothing from GWB. Mervyns has moved to strike certain portions of one of GWB's two expert reports on the theory that they do not satisfy the requirements of Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. Mervyns also seeks the legal fees and costs that it has incurred in making this motion. For the reasons set forth below, Mervyns' motion to strike is granted in part and denied in part, and its application to recover fees and costs is denied.

#### I. Background

In accordance with my scheduling orders, GWB served Mervyns with its experts' reports on January 21, 2008. (See Def.'s Mem. at 1; Docket No. 46). The report at issue here was prepared by GWB's damages expert, Stephen J. Rankel, who also serves

as the outside accountant for GWB. (See Decl. of Lisa T. Simpson, Esq., dated Apr. 17, 2008 ("Simpson Decl."), Ex. A). After Mervyns contended that the report did not meet the requirements of Rule 26(a)(2)(B), GWB agreed to supplement Mr. Rankel's report. (<u>Id.</u> Exs. B-F). Thereafter, when that supplementation was not forthcoming, Mervyns' counsel requested the Court to set a firm date for its production. (Id. Ex. G). I subsequently directed GWB to complete its expert disclosures by March 14, 2008. (Docket No. 47).

GWB served Mr. Rankel's supplemental report on February 29, 2008, and a second supplemental report on March 17, 2008. (Def.'s Mem. at 2; Simpson Decl. Exs. I-K). Neither of these additional reports satisfied Mervyns. Accordingly, on March 21, 2008, Mervyns requested a conference with the Court to address its proposed motion to strike Mr. Rankel's report. (Simpson Decl. Ex. L). After a telephone conference on April 8, 2008, I directed GWB to "provide [Mervyns] with Mr. Rankel's final expert report, together with any necessary schedules and other documentation," by April 10, 2008. (Docket No. 51 (emphasis in original)). I further directed that the amended report "take the form of one cohesive report, not supplements to the prior reports prepared by the expert." (Id.). Finally, I authorized Mervyns to file a motion to strike the final report if it believed inadequacies persisted. (Id.).

As I directed, GWB served Mr. Rankel's final damages report ("Report") on April 10, 2008. (See Simpson Decl. Ex. O). In that Report, Mr. Rankel itemizes the

damages that GWB allegedly suffered based on the assumption that Mervyns breached its contract. (Report at 1). He identifies two general categories of damages: (a) lost profits resulting from the breach and (b) additional costs that GWB incurred in reliance on Mervyns' contractual commitments. (Id. at 3).

On April 17, 2008, Mervyns moved, pursuant to Rules 26(a)(2)(B), 37(b)(2), and 37(c)(1) of the Federal Rules of Civil Procedure, to strike various portions of the Report relating to GWB's additional costs and to preclude Mr. Rankel from testifying with respect to them. (Docket No. 56). More specifically, Mervyns challenges what Mr. Rankel has labeled Damage Items 3 through 8. (Def.'s Mem. at 1). These items relate to: (a) returns, cancellations, and unjustified chargebacks for accepted garments; (b) lost samples and development costs; (c) additional employee time and effort; (d) interest; (e) lost opportunity costs; and (f) lost overseas deposits. (Report at 5). Mervyns also has moved for the fees and costs it incurred in making its motion. (Docket No. 56). Although the motion relies solely on Rules 26 and 37 of the Federal Rules. Mervyns purports to reserve the right to file a later motion to preclude Mr. Rankel's testimony based on Federal Rule of Evidence 702 and Daubert v. Merrell Dow Pharmaceuticals, Inc., 509 U.S. 579 (1993). (See Def.'s Mem. at 5 n.4).

#### II. Discussion

#### A. Rule 26(a)(2)(B)

Rule 26(a)(2)(B) requires that a party seeking to introduce expert testimony provide a written report, signed by the expert, which includes "(i) a complete statement of all opinions the witness will express and the basis and reasons for them[ and] (ii) the data or other information considered by the witness in forming them." Fed. R. Civ. P. 26(a)(2)(B) (emphasis added). Thus, the Rule contemplates the delivery of a "detailed and complete" report outlining the testimony the expert witness is expected to present and "the reasons therefor." Rule 26(a)(2)(B) advisory committee's note on 1993 amend.; see Giladi v. Strauch, No. 94 Civ. 3976 (RMB)(HBP), 2007 WL 415365, at \*7 (S.D.N.Y. Feb. 6, 2007). To meet this threshold, the report must disclose the underlying conclusions on which the expert's opinion is based and "how" and "why" the expert reached those conclusions. Salgado v. Gen. Motors Corp., 150 F.3d 735, 741 n.6 (7th Cir. 1998) (citing Reed v. Binder, 165 F.R.D. 424, 429 (D.N.J. 1996)); Giladi, 2007 WL 415365, at \*7; see also Richman v. Sheahan, 415 F. Supp. 2d 929, 940 n.8 (N.D. Ill. 2006) ("An expert report need not be a 'primer on why the facts allow the expert to reach [his] conclusion,' but must be 'sufficient to establish the reasoning underlying the conclusion."") (quoting Vollmert v. Wis. Dep't of Transp., 197 F.3d 293, 300-01 (7th Cir. 1999)) (brackets in original); Lava Trading Inc. v. Hartford Fire Ins. Co., No. 03 Civ. 7037 (PKC), 2005 WL 4684238, at \*7 (S.D.N.Y. Apr. 11, 2005) (Report & Rec. of Dolinger, Mag. J.) (report

The purpose of these requirements is to prevent parties from serving the sort of "sketchy and vague" expert reports that had been the norm before the Rule was amended in 1993, see Rule 26(a)(2)(B) advisory committee's note on 1993 amend.; Sierra Club v. Cedar Point Oil Co., 73 F.3d 546, 571 (5th Cir. 1996), thereby furthering trial preparation. Lava Trading, 2005 WL 4684238, at \*7. Indeed, the drafters of the Rule anticipated that the more thorough reports that parties would be required to provide would shorten and narrow, if not eliminate, follow-up depositions of the experts. Id.; see Salgado, 150 F.3d at 741 n.6 ("The report must be complete such that opposing counsel is not forced to depose an expert in order to avoid ambush at trial; and moreover the report must be sufficiently complete so as to shorten or decrease the need for expert depositions and thus to conserve resources."),

#### В. Application of Rule to Facts

1. Damage Item 3: Returns, Cancellations, and Unjustified Chargebacks for Accepted Garments

Damage Item 3 relates to the losses GWB allegedly sustained when Mervyns returned certain garments, as well as certain "unauthorized deductions" allegedly taken by Mervyns. (Report at 8-9). Mr. Rankel states in his Report that these costs "may reasonably be set, given the amount of . . . business that Mervyns did with GWB, at \$250,000." (Id. at 9). To support this calculation, Mr. Rankel attaches Israel

Discount Bank factor aging statements and checks and client reports reflecting chargebacks.1 (Report at 9 & Ex. 4),

A damage figure in an expert report cannot satisfy Rule 26(a)(2)(B) simply by stating a conclusory figure and then attaching documents that purportedly support that figure. Rather, the report must supply actual calculations with detailed and complete information elucidating how the expert arrived at the damage figure. See Lava Trading, 2005 WL 4684238, at \*7 (report failed to satisfy Rule 26(a)(2)(B), in part, because it lacked "actual calculation of losses"). Here, it is unclear whether the documents cited by Mr. Rankel support his determination that these costs amount to \$250,000 because Mr. Rankel's explanation of his calculation is opaque and sparse. Indeed, Mr. Rankel has failed to supply any calculation which ties the numbers contained in the underlying documents to the \$250,000 figure he cites. Accordingly, Mr. Rankel's vague explanation for Damage Item 3, without any supporting calculations, does not satisfy the requirements of Rule 26(a)(2)(B).

#### 2. Damage Item 4: Lost Samples and Development Costs

The lost samples and development costs item relates to additional costs that GWB allegedly incurred in creating a new sportswear line for Mervyns. Mr. Rankel states that these costs, totaling \$7,500, consist of the "costs [of] purchasing and making

In its role as a factor, Israel Discount Bank purchased GWB's receivables when GWB shipped merchandise to Mervyns, thereby enabling GWB to have funds prior to Mervyns' payments to GWB. (See Pl.'s Mem. at 11).

samples" and "development costs [for] patterns, sourcing and the like." (Report at 9). Mervyns contends that Mr. Rankel's estimate is nothing more than a guess. (Def.'s Mem. at 5). GWB responds that his calculation is a conservative estimate by an accountant familiar with the finances of GWB and therefore reliable. (Pl.'s Mem. at 15).

Although Mr. Rankel may have an intimate knowledge of GWB's finances, the portion of his Report relating to this damage item provides no explanation, let alone a detailed analysis, as to how Mr. Rankel arrived at the \$7,500 figure. Furthermore, Mr. Rankel fails to set forth any specific data or other information he considered in calculating this figure, and he cites no supporting documentation. Damage Item 4 consequently does not comply with Rule 26(a)(2)(B).

#### 3. Damage Item 5: Lost Additional Employee Time and Effort

Damage Item 5 refers to the cost of additional employees that GWB allegedly needed to hire to fulfill the Mervyns contract. (Report at 9). Mr. Rankel calculates the value of this aspect of GWB's damages as \$260,049.40, an amount which apparently is the sum of (a) the "pay" and "benefits" of two newly hired employees, (b) the "portion of . . . compensation" for existing employees whose time was redirected to the Mervyns account, and (c) \$5,000 of employee time spent on "sales, administrative, samples, and patterns work." (Id. at 9-10).

Once again, the Report provides no explanation or documentation with respect to these figures. For example, the Report does not adequately explain how Mr.

Rankel calculated (a) each employee's pay, (b) each employee's benefits (and why he utilized a thirty percent rate to calculate those benefits), (c) the compensation of existing employees attributable to work for Mervyns (and what percentage of each employee's total salary this portion represents), and (d) the \$5,000 of time spent on sales and other work. In short, Mr. Rankel has utterly failed to show the "essential details needed to understand and assess" his calculations or even state what data or other information Mr. Rankel considered in arriving at his figures. Lava Trading, 2005 WL 4684238, at \*7. Given these significant gaps, Mr. Rankel's discussion of this item does not meet the requirements of Rule 26(a)(2)(B).

#### 4. Damage Item 6: Interest

Damage Item 6 relates to additional interest charges in the amount of \$10,000 that GWB allegedly incurred due to unshipped garments in inventory, returned garments in inventory, and unjustified chargebacks.<sup>2</sup> (Report at 10). GWB contends that Mr. Rankel calculated this figure based upon the twelve percent interest rate that GWB's bank charged for advances. (Pl.'s Mem. at 16).

Assuming that this is an appropriate rate, the Report still fails to explain how Mr. Rankel arrived at the \$10,000 figure. For example, if Mr. Rankel calculated interest for a one-year period, he would have had to apply the twelve percent rate to approximately \$83,333 (\$10,000  $\div$  12%) to decide that this item amounted to \$10,000.

In pages 10 and 11 of the Report, Damage Items 6, 7, and 8 are incorrectly labeled Damage Items 7, 8, and 9. (See Report at 10-11).

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However, \$83,333 does not appear to correspond to any number in the Report or supporting documentation. (It certainly does not correspond to the total amount of contracted business with Mervyns or the total amount of allegedly cancelled business by Mervyns, both of which are in the millions. (Report at 7)). Mr. Rankel may, of course, have applied the twelve percent rate to the total value of unshipped garments in inventory, returned garments in inventory, and unjustified chargebacks as the caption of this item suggests. Or perhaps he applied the interest rate over a period of time shorter than one year. The fact that the answers to these questions cannot be determined from his Report establishes why this damage calculation does not meet the requirements of Rule 26(a)(2)(B). It therefore cannot be the subject of expert testimony.

#### 5. Damage Item 7: Lost Opportunity Cost

This item relates to work orders that GWB allegedly was unable to fill because it performed work for Mervyns instead. Mr. Rankel contends that the unfilled orders of two GWB customers, Charming Shoppes and Cato, amount to \$700,000. (Report at 10-11). Once again, it is a mystery how Mr. Rankel made this determination. As an initial matter, the documentation attached to the Report indicates that Mr. Rankel is basing his figure on unfulfilled purchase orders. Such unfilled purchased orders, which are akin to lost sales, obviously do not accurately reflect GWB's damages because they reflect gross receipts and have not been adjusted to account for the cost of manufacturing the goods which allegedly would have been sold.

Using Charming Shoppes purchase orders, it is impossible to determine how Mr. Rankel calculated the \$700,000 figure. GWB contends that the "\$700,000 number [is] conservative," and that the "total is closer to \$800,000," (Pl.'s Mem. at 13), but many of the purchase orders attached to the Report relate to the same goods. When this duplication is eliminated, GWB's documents seem to show that the total amount of the allegedly unfilled purchase orders is closer to \$586,824.3 In any event, even if Mr. Rankel did not engage in double counting, his Report fails to provide an adequate explanation of how and why he arrived at the sum of \$700,000 for this aspect of GWB's alleged damages. He therefore has failed to meet the requirements of Rule 26(a)(2)(B).

#### 6. Damage Item 8: Lost Overseas Deposits

This item relates to deposits made to international suppliers and factories that GWB allegedly forfeited when Mervyns breached the contract. (Report at 11). Mr. Rankel asserts that these lost deposits total \$494,000. In marked contrast to his

The \$586,824 figure relates to three distinct purchase orders attached to the Report: \$213,928 for purchase order number 9254566, \$139,104 for purchase order number 6887541, and \$233,792 for purchase order number 9846213. (See Report Ex. 7).

discussion of the other challenged damage items, in this instance Mr. Rankel has attached a Quickbooks schedule to his Report to explain his calculations. The Quickbooks schedule details fourteen purchases of finished goods for the Mervyns clothing line. (Report Ex. 8). It is not clear how these "purchase[s] of finished goods" correspond to the unrecovered deposits to international suppliers that allegedly comprise this item. Presumably, the purchases of finished goods that GWB was required to honor are the deposits to which Mr. Rankel refers. In any event, in this instance it is possible to determine how Mr. Rankel calculated GWB's damages. Indeed, on his Quickbooks schedule, Mr. Rankel lists fourteen separate purchases of finished goods, the dates of the purchases, the amounts of the purchases, the method of payment, and the applicable account numbers. These separate entries total approximately \$494,000. This is sufficient to permit Mervyns to explore Mr. Rankel's calculations at his deposition.

## C. Appropriate Remedy

Under Rule 37(c)(1) of the Federal Rules of Civil Procedure, if "a party fails to provide information . . . required by Rule 26(a) . . . , the party is not allowed to use that information . . . to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless." Moreover, if a party does not comply with Rule 26(a) the court may order the payment of reasonable expenses and attorney's fees caused by the failure, as well as "other appropriate sanctions." Fed. R. Civ. P. 37(c)(1)(A), (C).

Despite the mandatory language of the Rule, the Second Circuit has held that preclusion is a discretionary remedy, even if "the trial court finds that there is no substantial justification and the failure to disclose is not harmless." Design Strategy, Inc. v. Davis, 469 F.3d 284, 297 (2d Cir. 2006). In exercising its discretion as to whether to impose sanctions, a court should consider: "(1) the party's explanation for the failure to comply with the [disclosure requirement]; (2) the importance of the testimony of the precluded witness[es]; (3) the prejudice suffered by the opposing party as a result of having to prepare to meet the new testimony; and (4) the possibility of a continuance." Patterson v. Balsamico, 440 F.3d 104, 117 (2d Cir. 2006) (quoting Softel, Inc. v. Dragon Med. & Scientific Commc'ns, Inc., 118 F.3d 955, 961 (2d Cir. 1997)) (brackets in original).

Here, GWB's failure to comply with Rule 26(a)(2)(B) with respect to Damage Items 3 through 7 clearly was not justified since it was given many opportunities to correct its report before Mervyns filed its motion to strike. Nor can GWB's failure be considered harmless since Mervyns was forced to file a motion, which has delayed the progress of this case. In these circumstances, Mervyns has made the prima facie showing required to secure an award of sanctions under Rule 37(c)(1).

Before imposing sanctions, however, it is appropriate to consider the factors identified by the Second Circuit in Balsamico. The first of these factors, a party's explanation for its failure to comply with discovery, weighs heavily in favor of Mervyns.

GWB has yet to offer any explanation for its failure to comply with Rule 26(a)(2)(B) despite having been given numerous opportunities. Indeed, even now, GWB seeks to justify what obviously is a woefully inadequate report.

The second factor, the importance of the testimony to GWB, also weighs in favor of preclusion. Although damages testimony is crucial in a breach of contract action, it appears that nothing would preclude GWB from offering at least some of the substance of the Report through a fact witness, assuming a proper foundation can be laid. For example, an individual at GWB with knowledge presumably could testify to the fact that the company spent money to hire additional employees to handle the increased volume of work arising out of the Mervyns contract. A fact witness similarly could testify about Mervyns' allegedly improper return of garments. The fact that GWB can prove certain challenged aspects of its case without the trappings of an accounting expert witness thus augurs in favor of preclusion.

The third factor weighs slightly against imposing sanctions. Because expert discovery is ongoing, and Mervyns has yet to produce its own expert reports, Mervyns would not suffer undue prejudice if the Court granted GWB more time to cure the Report. However, turning to the fourth factor, GWB does not deserve such a further continuance since it already has had several opportunities to address the deficiencies of the Report, but has failed to respond adequately. To allow additional time now would be unfair not only to Mervyns, but to the Court.

Balancing these factors, I find that sanctions are warranted. Accordingly, Damage Items 3 through 7 are stricken, and Mr. Rankel will be precluded from testifying with respect to these items at trial.<sup>4</sup> See Williams v. County of Orange, No. 03 Civ. 5182 (LMS), 2005 WL 6001507, at \*4-5 (S.D.N.Y. Dec. 13, 2005) (granting motion to preclude under Rule 37(c)(1) for failure to comply with Rule 26(a)(2)(B)); Lava Trading, 2005 WL 4684238, at \*7-9, 21 (same); Wechsler v. Hunt Health Sys., Ltd., 381 F. Supp. 2d 135, 155-57 (S.D.N.Y. 2003) (granting, in part, motion to strike under Rules 26(a)(2)(B) and 37(c)(1)); Giladi v. Strauch, No. 94 Civ. 3976 (RMB)(HBP), 2001 WL 388052, at \*9 (S.D.N.Y. Aug. 16, 2001) (same).

I nevertheless decline to assess fees and costs against GWB. The preclusion of evidence is, of course, itself a harsh sanction. Moreover, Mervyns' motion was not entirely successful as the Court did not strike Damage Item 8. In these circumstances, in the exercise of my discretion, I find that preclusion alone is a sufficient sanction. See Cine Forty-Second St. Theatre Corp. v. Allied Artists Pictures Corp., 602 F.2d 1062, 1066 (2d Cir. 1979); Rahman v. Smith & Wollensky Rest. Group, Inc., No. 06 Civ. 6198 (LAK)(JCF), 2008 WL 696807, at \*1 (S.D.N.Y. Mar. 14, 2008) (noting that preclusion is a harsher sanction than the shifting of costs and fees).

I note that Mervyns' motion to strike and preclude evidence is a "nondispositive" motion within the scope of the general pretrial referral here. See, e.g., St. Paul Fire & Marine Ins. Co. v. Heath Fielding Ins. Broking Ltd., No. 91 Civ. 0748 (MJL), 1996 WL 19028, at \*11 (S.D.N.Y. Jan. 17, 1996) (motion to strike for failure to comply with Rule 26(a)(2)(B) is nondispositive); Ferriso v. Conway Org., No. 93 Civ. 7962 (KMW), 1995 WL 580197, at \*1 (S.D.N.Y. Oct. 3, 1995) (same).

## III. Conclusion

For the foregoing reasons, Mervyns' motion to preclude GWB's proposed expert witness Stephen J. Rankel from testifying as to certain aspects of his Report, (Docket No. 56), is granted in part and denied in part. Additionally, the Court will hold a further telephone conference on June 4, 2008, at 3:30 p.m. Mervyns' counsel should initiate that call.

SO ORDERED.

Dated:

New York, New York May 27, 2008

FRANK MAAS

United States Magistrate Judge

Copies to:

Honorable Richard M. Berman United States District Judge

Philip A. Byler, Esq. Nesenoff & Miltenberg LLP Fax: (212) 736-2260

Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe LLP Fax: (212) 506-5151

# EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Plaintiff,

**ORDER** 

-against-

GREAT WHITE BEAR, LLC,

06 Civ. 13358 (RMB)(FM)

MERVYNS, LLC,

Defendant.

\*

FRANK MAAS, United States Magistrate Judge.

Pursuant to a telephone conference held yesterday, it is hereby

### ORDERED that:

- 1. On or before December 14, 2007, the plaintiff shall identify its experts and provide the defendant with all of the information required by Fed. R. Civ. P. 26(a)(2), other than its experts' reports.
- 2. On or before January 11, 2008, the plaintiff shall serve its experts' reports.
- 3. On or before February 8, 2008, the defendant shall provide the plaintiff with all of the information required by Fed. R. Civ. P. 26(a)(2), including its experts' reports.
- 4. On or before February 22, 2008, the plaintiff shall serve any rebuttal reports.
- 5. On or before March 14, 2008, expert discovery shall be completed.

6. A further telephone conference shall be held on March 31, 2008, at 10:00 a.m. Counsel for the plaintiff shall initiate the call by dialing the main number of Chambers, (212) 805-6727.

SO ORDERED.

Dated:

New York, New York November 29, 2007

United States Magistrate Judge

Filed 06/23/2008

### Copies to:

Honorable Richard M. Berman United States District Judge

Philip A. Byler, Esq. Nesenoff & Miltenberg LLP Fax: (212) 736-2260

Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe LLP Fax: (212) 506-5151

# EXHIBIT C

## NESENOFF & MILTENBERG, LLP

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SHARI S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

January 11, 2008

### **BY TELECOPIER: 212-805-6724**

The Honorable Frank Maas, United States Magistrate Judge United States District Court - Southern District of New York Daniel Patrick Moynihan United States Courthouse 500 Pearl Street - Room 740 New York, New York 10007

Re: Great White Bear, LLC. v. Mervyns, LLC

Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)(FM)

### Dear Judge Maas:

I am the attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action, but I write this letter on behalf of both Lisa Simpson, Esq., attorney for Defendant Mervyns, LLC ("Defendant Mervyns"), and myself. Counsel have agreed, in respectful deference to each other's professional schedule and commitments as well as experts' schedules and commitments, to adjust the following dates in the schedule for expert discovery: Plaintiff GWB's experts are due to be served January 21 (identity of Plaintiff GWB's experts has already been made per the original schedule); Defendant Mervyns's reports are due to be served February 27; and Plaintiff GWB's rebuttal reports are due to be served March 10. Because the original schedule dates were Court-ordered dates, both Lisa Simpson and I hereby respectfully request that the Court to "so order" this letter to make the agreed upon dates above the new Court-ordered dates. We thank you for your attention to this matter.

Respectfully submitted, NESENOFF & MILTENBERG, LLP

Philip A. Byler, Esq.

Orrick, Herrington & Sutcliffe, LLP. - by telecopier (Lisa T. Simpson, Esq.)

## EXHIBIT D

NESENOFF & MILTENBERG, LLP

ATTORNEYS AT LAW 363 SEVENTH AVENUE

MEMO ENDORSED

FIFTH FLOOR NEW YORK, NEW YORK 10001-3904

> TELEPHONE (212) 736-4500 TELECOPIER (212) 736-2260

PARALEGAL
TANYA C. SIMMONS

ira 5. Nesenoff Andrew T. Milienberg

CHILIP A. BYLER
ALAN M. SHECTMAN
SHARI S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

January 11, 2008

APPLICATION GRANTED

BY TELECOPIER: 212-805-6724

The Honorable Frank Maas, United States Magistrate Judge United States District Court - Southern District of New York Daniel Patrick Moynihan United States Courthouse 500 Pearl Street - Room 740 New York, New York 10007

Frank Maas, USMJ

Re:

Great White Bear, LLC. v. Mervyns, LLC

Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)(FM)

### Dear Judge Maas:

I am the attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action, but I write this letter on behalf of both Lisa Simpson, Esq., attorney for Defendant Mervyns, LLC ("Defendant Mervyns"), and myself. Counsel have agreed, in respectful deference to each other's professional schedule and commitments as well as experts' schedules and commitments, to adjust the following dates in the schedule for expert discovery: Plaintiff GWB's experts are due to be served January 21 (identity of Plaintiff GWB's experts has already been made per the original schedule); Defendant Mervyns's reports are due to be served February 27; and Plaintiff GWB's rebuttal reports are due to be served March 10. Because the original schedule dates were Court-ordered dates, both Lisa Simpson and I hereby respectfully request that the Court to "so order" this letter to make the agreed upon dates above the new Court-ordered dates. We thank you for your attention to this matter.

Respectfully submitted, NESENOFF & MILTENBERG, LLP

Philip A. Byler, Esc

Orrick, Herrington & Sutcliffe, LLP. - by telecopier (Lisa T. Simpson, Esq.)

# EXHIBIT E

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UNITED STATES DISTRICT OF	- <del></del>
GREAT WHITE BEAR, LLC	<u> </u>
	06 Civ. 13358 (RMB)(FM)
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-against-	1
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MERVYNS, LLC	İ
•	İ
Defen	dant.
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EXPERT REPORT OF STEPHEN J. RANKEL This is a written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. I address the damages suffered by Great White Bear, LLC, resulting from Mervyns.

My report is in the following three exhibits. Exhibit A contains my credentials. Exhibit is my recap of damages with Mervyns. Exhibit C contains the financial history of Great White Bear, LLC.

All of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents.

Stephen J. Rankel, CPA

# EXHIBIT A TO THE EXPERT REPORT OF STEPHEN J. RANKEL

My credentials are as follows:

College - Baruch College, January 1980

Certified Public Accountant - New York State, November 1983

Work Experience - Weinick Sanders & Co., LLP - changed name to Weinick Sanders Leventhal & Co., LLP in July 1997. Started with this firm in April 1980, as a staff accountant. From September 1984 to March 1985 worked as a CFO for a client of the firm, returned to Weinick Sanders & Co., LLP in March 1985. Made Partner in 1987, Executive Partner in 1992 and Managing Partner of the firm in 1996. This firm specialized in the Apparel and Textile Industry with myself having over 25 years of experience in this field.

In August 2005, Weinick Sanders Leventhal & Co., LLP split up and four Partners including myself joined Citrin Cooperman & Company, LLP which I am an Executive Partner of the firm.

I am a member of the New York State Society of Certified Public Accountants, as well as a member of the American Institute of Certified Public Accountants.

# EXHIBIT B TO THE EXPERT REPORT OF STEPHEN J. RANKEL

## Great White Bear LLC (Plaintiff) against Mervyns, LLC Defendant

Re: Claims against Mervyns

### Recap of Damages

Reference#	•	
	Projected Losses	
1	Loss of Orders	\$ <u>3,760,000</u>
	Actual Losses	
2	Royalty Agreement (Rampage)	\$ 288,000
	Returns and cancellations of	,
3	orders by Mervyns	250,000
4	Chargebacks not justified	225,000
5	Samples & Development Costs	95,000
6	Additional Employees Time and Effort	370,000
7	Interest	40,000
8	Travel	12,000
9	Loss Opportunity Costs	700,000
10	Showroom Expenses	400,000
11	Overseas Deposits	_494,000
	Total Actual Losses	2.874,000
	Total Claim	\$6,634,000

### Reference #

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### **Projected Losses**

Mervyns committed to a \$13 million program at cost allowing for a 10% deviation down (or 11.7 million) over an eighteen month period. Mervyn's placed \$2.3 million in orders with the Company, so using the conservative approach of \$11.7 million (allowing for 10% deviation) the Company has an open order for \$9.4 million of merchandise.

Based on Mervyns not giving GWB the remaining \$9.4 million in orders, the Company sustained a loss as follows:

Loss Sales	\$9,400,000
Gross Profit (%)	40%
Gross Profit (\$)	\$3,760,000

The Company loss \$3,760,000 gross profit on this agreement.

#### Reference #

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#### Actual Losses

2 Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

### Returns and Cancellations

Mervyns returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

<u>Chargebacks</u>

Mervyns made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyns.

Samples and Development Costs

GWB was required to create a new sportswear line for Mervyns because of exclusive license of "Rampage Label" in the garments. The costs incurred by GWB was (i) purchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Mervyns business was incremental business that required the Company to hire additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (fringes) and medical insurance.

Interest

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or returned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

Travel

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyns.

9 Loss Opportunity Cost

GWB had a core customer base of \$8,000,000 which excluded Mervyns. To prioritize the customers GWB placed priority on Mervyns which resulted in a loss of 2 customers (Charming and Cato's). This merchandise was delivered late and GWB incurred substantial losses on the merchandise.

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### Showroom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showtoom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showtoom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

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### Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the garments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

### EXHIBIT C TO THE EXPERT REPORT OF STEPHEN J. RANKEL

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### History of Great White Bear LLC

The LLC was formed as a Limited Liability Company on April 24, 2003 and began business on May 12, 2004.

	Equity Contributed	Loans to LLC	<u>Sales</u>	Profit (Loss)
May 12, 2003 to December 31, 2003	200,000	300,000	\$9,281,000	247,000
For Year Ended December 31, 2004		250,000	8,464,000	13,000
For Year ended December 31, 2005	**	100,000	8,619,000	(1,399,000)
From January 1, 2006 to September 1, 2006	*-	578,000	3,191,000	(1,286,000)
Subsequent to September 1, 2006		625,000 (A)		

Based on the financial information above, GWB's financial stability declined in 2005, the year they started the Mervyns Program. In 2005, GWB had to make advances to overseas suppliers in 2005 to meet possible doubling of volume. This created outstanding advances to suppliers of \$674,000 at June 30, 2005, \$603,000 at September 30, 2005 and \$220,000 at December 31, 2005 because of write offs in 2005.

The factor (IDB factors) required that GWB put more funds into the business which they did and in August 2006, the factor stopped advancing GWB funds which forced GWB to hire a bankruptcy attorney to negotiate a settlement on the over advance at the factor. Sanford Fodiman had to guarantee a payment personally of \$625,000 payable over 2 years to obtain all releases from the factor. This \$625,000 is not reflected as part of the loans/equity of GWB.

(A) Amount that the factor required Sanford Fodiman to pay based on his personal guarantee at the factor.

### EXHIBIT F



GROUN, APRAMESON'S SOCIETY OF GROUND STREET OF AVENUE. NEW YORK, NY 10103-0001. 
121-242-506-5000. 
fox 242-506-5454. 
WWW.ORRICK.COM.

February 6, 2008

Lisa T. Simpson (212) 506-3767 lsimpson@orrick.com

#### BY FACSIMILE

Philip A. Byler Nesenoff & Miltenberg, LLP 363 Seventh Avenue -- Fifth Floor New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We have reviewed the expert reports of Stephen J. Rankel and Laurence P. Lazar, submitted by Great White Bear LLC ("GWB") and served on Mervyn's LLC ("Mervyn's") on January 21, 2008. Both reports fail to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

Rule 26(a)(2)(B) requires that each testifying expert's report contain a complete statement of all the opinions of the witness and the basis and reasons for those opinions. The report must disclose "the data or other information considered by the witness" in reaching his opinion and "any exhibits that will be used to summarize or support" his opinions. In addition, Rule 26(a)(2)((B) requires that each witness list all publications authored by him within the last ten years, all cases in which the witness has testified as an expert during the previous four years and a statement of the expert's compensation. The reports provided by GWB do not satisfy these requirements.

Specifically, the expert report of Stephen J. Rankel is woefully deficient. Rather than providing a complete statement of the basis and reasons for his stated opinion or specifically identifying the data or information considered in preparing his report, Mr. Rankel indicates that "[a]ll of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents." This general reference to GWB's financial records is not sufficient. Mr. Frankel is required to identify specifically the documents or other information on which he relies. Further, since he did not disclose any documents other than the exhibits attached to his report in accordance with the requirement that he disclose "any exhibit that he will use to support his opinion," we assume that those attachments will be the only exhibits on which Mr. Frankel seeks to rely at trial.

Finally, Mr. Rankel fails to list of all publications authored by him within the proceeding ten years (if there are none, please so state), fails to list any other cases in which he has



Philip A. Byler February 6, 2008 Page 2

testified as an expert at trial or by deposition within the preceding four years (if there are none, please so state), and fails to indicate the compensation to be paid for his study and testimony in this case.

Mr. Lazar's report similarly fails to list any publications authored by Mr. Lazar within the proceeding ten years and any other cases in which he has testified as an expert within the preceding four years, and fails to state the compensation to be paid for his study and testimony.

We request that GWB immediately remedy these deficiencies and provide reports in conformity with the requirements of Rule 26 so that Mervyn's expert witnesses can proceed to prepare their rebuttal reports.

Sincerely

Lisa T. Simpson

# EXHIBIT G

02/13/2008 12:07 FAX 0000000000

NESENOFF&MILTENBERG

**2**002/002

NESENOFF & MILTENBERG, LLP

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163 SEVENTH AVENUE
FIFTH FLOOR
NEW YORK, NEW YORK 10003-3904

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THILLY A. BYLER.
ALAN M. SHECTMAN
SHARU S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTEIN

February 11, 2008

By Telecopier & Regular U.S. Mail Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe, LLP. 666 Fifth Avenue New York, New York 10103

Re: Great White Bear v. Mervyns, LLC,

Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

I have your letter dated February 6, 2008, requesting further information concerning Plaintiff Great White Bear's experts Laurence P. Lazar and Stephen J. Rankel. I will put this information in supplemental statements once people get back into town.

Laurence P. Lazar has not published anything in the last ten years, has not testified as an expert in the last four years and is not receiving compensation. His opinions and the bases and reasons for those opinions are stated in his expert report. As reflected in his expert report, he was provided the pleadings, the depositions and the deposition exhibits in this case.

Stephen I. Rankel has not published anything in the last ten years, has not testified as an expert in the last four years and is not receiving a special fee or other form of compensation for his testimony but rather is billing the company for his time at his normal rate (\$400 an hour) that is standard in the industry. His opinions and the bases and reasons for those opinions are stated in his expert report; he can further itemize the categories of documents for each item of identified damage. As reflected in his expert report, he has knowledge of the financial records of the company.

I am still working on responding to your letter dated January 30, 2008, which has taken much, much longer than expected. Politics is more interesting right now.

Very truly yours, NESENOFF & MILTENBERG, LLP

By:

### EXHIBIT H



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February 19, 2008

Lisa T. Simpson (212) 506-3767 lsimpson@orrick.com

#### BY FACSIMILE

Philip A. Byler Nesenoff & Miltenberg, LLP 363 Seventh Avenue -- Fifth Floor New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We are in receipt of your letter dated February 11, 2008 (but faxed to me on February 13, 2008). We will await your promised expert witness supplements as we are entitled to signed statements from your experts verifying the facts set forth in your letter and providing the information required by Rule 26. In particular, we will await the supplement to Mr. Rankel's entirely deficient report so that our expert can perform a meaningful analysis of his conclusions. Given that Mervyn's' expert reports are due next week and we have yet to receive reports from GWB in compliance with Rule 26, please indicate whether you will consent to an extension of Mervyn's expert witness report deadline to a date set reasonably after the date on which GWB intends to provide its supplemental reports. As you know, we will need to provide any agreed upon new dates to the Court for approval and would like to do so early this week.

With respect to the outstanding documents requested in detail in my January 30, 2008 letter, we believe we have been more than patient. Since that letter was sent, I have received two communications from you in which you report that you have been unable to collect and produce those documents because you have been engaged in other tasks, particularly following the presidential election. Surely, you appreciate that this is an unacceptable response. Were it not for the fact that you continue to indicate that you will be producing the requested documents, we would have already sought assistance from the Court. We will make one last request – please produce the requested documents immediately. If we do not hear from you affirmatively on this issue by noon tomorrow, February 20, 2008, we will be forced to seek a firm date for the production of the requested documents from the Court.

Lisa T Simmon

# EXHIBIT I

### Simpson, Lisa T.

Phil Byler [pbyler@nmllplaw.com] From:

Sent: Wednesday, February 20, 2008 11:55 AM

Simpson, Lisa T. To: Subject: RE: Expert Reports

### Lisa:

I will re-read your letter, but I don't recall that you explained why whatever you thought was deficient incapacitated the ability of your experts to respond.

### - Philip A. Byler

Philip A. Byler, Esq.

Nesenoff & Miltenberg LLP

363 Seventh Avenue - Fifth Floor

New York, New York 10001

Office Telephone: 212.736.4500 Office Telecopier: 212.736.2260

Office E-Mail: pbyler@nmllplaw.com

From: Simpson, Lisa T. [mailto:lsimpson@orrick.com] Sent: Wednesday, February 20, 2008 11:16 AM

To: Phil Byler

Subject: RE: Expert Reports

Phil -- I am reattaching my letter of February 6, 2008 in which I already described in detail the requirements of Rule 26 and the deficiencies in your expert witness reports, particularly Mr. Rankel's report. If you do not intend to consent to our request for a revised schedule based on your supplemental reports, please so advise and we will indicate your objection in our letter.

Lisa

#### LISA T. SIMPSON

ORRICK, HERRINGTON & SUTCLIFFE LLP 666 FIFTH AVENUE NEW YORK, NY 10103-0001 tel (212) 506-3767 fax (212) 506-5151 email lsimpson@orrick.com www.orrick.com

From: Phil Byler [mailto:pbyler@nmllplaw.com] Sent: Wednesday, February 20, 2008 10:59 AM To: Simpson, Lisa T.

Subject: RE: Expert Reports

Lisa:

In all candor, I have asked you to provide me with a real reason or reasons why you need more time. Given what is in the supplements, saying what you do simply does not do the job. I have asked a fair question, and I am not being unreasonable. It does not affect one bit what your experts need to know for them to respond that my experts have not published anything in the last ten years and have not testified as experts in the last four years, that on expert is not being paid and the other is not receiving a special fee but is billing his time in accordance with his normal rate; and besides, I have already told you that information. So why don't you start by seriously explaining how in the world what you say is missing incapacitates your experts from responding?

### Philip A. Byler

Philip A. Byler, Esq. Nesenoff & Miltenberg LLP 363 Seventh Avenue – Fifth Floor New York, New York 10001

Office Telephone: 212.736.4500 Office Telecopier: 212.736.2260 Office E-Mail: <u>pbyler@nmllplaw.com</u>

From: Simpson, Lisa T. [mailto:lsimpson@orrick.com] Sent: Wednesday, February 20, 2008 10:52 AM

To: Phil Byler

Subject: RE: Expert Reports

Phil — This is not an issue of us needing more time because of other commitments. Your expert reports are not in compliance with Rule 26. Although you have provided additional information by attorney letter, in your letter you did not provide the information that you indicated Mr. Rankel could provide, and, regardless, we are entitled to complete signed Rule 26 reports — from your witnesses. Our financial expert simply cannot respond in any meaningful way to Mr. Rankel's deficient report. If you would like to agree to new dates, please let us know when you will be providing your supplements and we can agree on a reasonable date thereafter for Mervyn's to respond. We intend to write to Judge Maas this afternoon so please let us know your position. Thanks, Lisa

#### LISA T. SIMPSON

ORRICK, HERRINGTON & SUTCLIFFE LLP 666 FIFTH AVENUE NEW YORK, NY 10103-0001 tel (212) 506-3767 fax (212) 506-5151 email lsimpson@orrick.com www.orrick.com

From: Phil Byler [mailto:pbyler@nmllplaw.com] Sent: Wednesday, February 20, 2008 10:03 AM

To: Simpson, Lisa T.

Subject: RE: Expert Reports

### Lisa:

My letter of yesterday dealt only with document production. I had intended to get to you the supplemental expert report statements yesterday, but Larry Lazar was in transit from out of town and Stephen Rankel was out sick.

As for more time for Mervyns expert reports, I did not think that more time was justified by the supplements, especially since I provided that information informally a week ago about a week after you raised the subject; however, I am not going to deny you more time if you really need it, never mind that I had roughly a month to have the GWB expert reports done in a period that included the holiday season and you have had six weeks in the year's prime time work season with only the Super Bowl as a distraction -- unless you are into presidential politics, which I have not detected. In any event, I just need to have a real reason or two from you.

### Philip A. Byler

Philip A. Byler, Esq. Nesenoff & Miltenberg LLP 363 Seventh Avenue – Fifth Floor New York, New York 10001

Office Telephone: 212.736.4500 Office Telecopier: 212.736.2260

Office E-Mail: pbyler@nmllplaw.com

From: Simpson, Lisa T. [mailto:lsimpson@orrick.com]

Sent: Tuesday, February 19, 2008 7:30 PM

To: Phil Byler

**Subject:** Expert Reports

Phil — I am in receipt of your letter of this afternoon regarding the documents requested in my January 30, 2008 letter and I am working on a response. You did not respond to the question raised in the first paragraph of my letter of this morning, though, regarding the expert reports. Please let me know your position on this issue so that we can contact Judge Maas accordingly. Thanks,

#### LISA T. SIMPSON

ORRICK, HERRINGTON & SUTCLIFFE LLP 666 FIFTH AVENUE NEW YORK, NY 10103-0001 tel (212) 506-3767 fax (212) 506-5151 email lsimpson@orrick.com

### IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication, unless expressly stated otherwise, was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matter(s) addressed herein.

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# EXHIBIT J

02/20/2008 15:47 FAX 0000000000

NESENOFF&MILTENBERG

**2**002/004

### NESENOFF & MILTENBERG, LLP

attorneys at law 363 Seventh Avenue Fifth Floor New York, New York 10001-3904

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PARALEGAL TANYA C. SIMMONS

ira s. Nesenoff Andrew T. Miltenberg

PHILIP A. BYLER ALAN M. SHECTMAN SHARI S. LASKOWITZ LAINE A. ARMSTRONG MBGAN S. GODDARD ANDREW B. PLOTKIN

February 20, 2008

By Telecopier & Regular U.S. Mail Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe, LLP. 666 Fifth Avenue New York, New York 10103

Re: Great White Bear v. Mervyns, LLC,

Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

Per what I have told you, enclosed is the supplement to the expert report of Laurence P. Lazar. I expect to have a supplement to the expert report of Stephen J. Rankel shortly and will immediately produce it to you.

Very truly yours, NESENOFF & MILTENBERG, LLP

Bv:

### EXHIBIT K



HARICK, ARABIG CON A ALCOHOLOGO COG HETH AVEURE NEW LORK, NEW YORK 10103 (C)

tel +1 212 506 5000 fax +1:212 506 5151

WWW.orrick.com

February 21, 2008

BY HAND

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Lisa T. Simpson (212) 506-3767 Isimpson@orrick.com

Re: Great White Bear, LLC v. Mervyns, LLC (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Both of Plaintiff's reports failed to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

We write to request (1) a firm date for the production of Plaintiff's promised supplemental report from its damages witness, Mr. Rankel; and (2) an extension to a reasonable date thereafter (Defendant would propose 20 days) for Defendant to serve its expert reports.

On February 6, 2008, Defendant sent a letter to counsel for GWB identifying the deficiencies in Plaintiff's expert reports and requesting that Plaintiff immediately provide reports in conformity with the requirement of Rule 26 so that Mervyn's expert witnesses could proceed to prepare their responsive reports. That letter is attached hereto as Exhibit A. Plaintiff's counsel responded by letter dated February 11, 2008 (but faxed February 13), attached as Exhibit B hereto, informally providing some of the information requested and agreeing to provide supplemental reports. By letter dated February 19, attached hereto as Exhibit C, Defendant indicated that it would await the promised supplemental reports so that Defendant's expert witnesses could perform a meaningful analysis and response. Defendant further requested that Plaintiff provide the date on which it would produce the supplemental reports and requested that Plaintiff agree to a reasonable date thereafter for Defendant to submit its expert witness reports. Thereafter, the parties engaged in the e-mail traffic attached as Exhibit D, and Plaintiff thereafter provided, on February 20, 2008, a supplemental report for one of its two expert witnesses, Larry Lazar. Plaintiff promised to provide the supplemental report of its damages witness "shortly."



The Honorable Frank Maas February 21, 2008 Page 2

Defendant's expert witness reports are currently due next Wednesday, February 27, 2008, and Defendant has yet to receive a complete report pursuant to Rule 26 from Plaintiff's damages witness. Defendant's expert witnesses, and particularly Defendant's financial expert witness, cannot meaningfully analyze or respond to Plaintiff's damages report in its current form. Plaintiff's damages report is attached hereto as Exhibit E. As is quickly apparent from a review of the report, it is lacking numerous of the requirements of Rule 26. Most noticeably, the damages figures provided are completely unsupported by any documentation, yet Mr. Rankel states that the information "was abstracted from Great White Bear, LLC financial records and documents." This general reference to financial records is not sufficient. If documents exist which support Mr. Rankel's figures, and he has relied on those documents in forming his opinion, Defendant is entitled to know what those documents are with specificity.

Defendant therefore requests a date certain for the production of Plaintiff's supplemental damages report and an extension of the due date for Defendant's expert witness reports to a date 20 days following the production of Plaintiff's supplemental report (and that the remainder of the expert witness deadlines be adjusted accordingly).

Thank you for your attention to this matter.

Respectfully submitted,

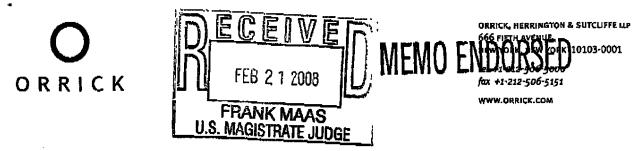
ina Supringly

Lisa T. Simpson

cc: Philip A. Byler, Esq. (By Hand)
Counsel for Great White Bear, LLC

Since it is expected that Defendant's industry witness also can speak to certain aspects of Plaintiff's damages report, Defendant requests that the deadline for all of Defendant's expert reports be extended so that Defendant's expert witnesses can each sufficiently review and analyze the supplemental damage report expected from Plaintiff.

### EXHIBIT L



February 21, 2008

BY HAND

Lisa T. Simpson (212) 506-3767 Isimpson@orrick.com

The Honorable Frank Maas United States Magistrate Judge United States District Court Southern District of New York Daniel Patrick Moynihan United States Courthouse 500 Pearl St., Room 740 New York, NY 10007

Great White Bear, LLC v. Mervyns, LLC (06 CV 13358) Re:

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Both of Plaintiff's reports failed to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

We write to request (1) a firm date for the production of Plaintiff's promised supplemental report from its damages witness, Mr. Rankel; and (2) an extension to a reasonable date thereafter (Defendant would propose 20 days) for Defendant to serve its expert reports.

On February 6, 2008, Defendant sent a letter to counsel for GWB identifying the deficiencies in Plaintiff's expert reports and requesting that Plaintiff immediately provide reports in conformity with the requirement of Rule 26 so that Mervyn's expert witnesses could proceed to prepare their responsive reports. That letter is attached hereto as Exhibit A. Plaintiff's counsel responded by letter dated February 11, 2008 (but faxed February 13), attached as Exhibit B hereto, informally providing some of the information requested and agreeing to provide supplemental reports. By letter dated February 19, attached hereto as Exhibit C, Defendant indicated that it would await the promised supplemental reports so that Defendant's expert witnesses could perform a meaningful analysis and response. Defendant further requested that Plaintiff provide the date on which it would produce the supplemental reports and requested that Plaintiff agree to a reasonable date thereafter for Defendant to submit its expert witness reports. Thereafter, the parties engaged in the e-mail traffic attached as Exhibit D, and Plaintiff thereafter provided, on February 20, 2008, a supplemental report for one of its two expert witnesses, Larry Lazar. Plaintiff promised to provide the supplemental report of its damages witness "shortly."

Ms. Simpson's objections do not appear to be O RRICK Financial expert has not sufferently identified The material expert has not sufferently identified The materials upon which he relies - information more materials upon which he relies - information more important than a list of prin cases and publications. The Honorable Frank Mass In any event, companying unitable might have.

February 21, 2008 objected blackers about them.

obvicted Merryn's objections. February 21, 2008 Page 2

Expert dislavres by March 14, 2008; defendant Merry's reports shall be due by April 4, 2008 (together with all

Defendant's expert witness reports are currently due next Wednesday, February 27, 2008, and Defendant has yet to receive a complete report pursuant to Rule 26 from Plaintiff's Legue & damages witness. Defendant's expert witnesses, and particularly Defendant's financial expert by witness, cannot meaningfully analyze or respond to Plaintiff's damages report in its current form. (عُلار علام) Plaintiff's damages report is attached hereto as Exhibit E. As is quickly apparent from a review solution of the report, it is lacking numerous of the requirements of Rule 26. Most noticeably, the be held (by damages figures provided are completely unsupported by any documentation, yet Mr. Rankel te (ep house) states that the information "was abstracted from Great White Bear, LLC financial records and on previously documents." This general reference to financial records is not sufficient. If documents exist School and which support Mr. Rankel's figures, and he has relied on those documents in forming his opinion, Defendant is entitled to know what those documents are with specificity. 2008 at 10 AM.

tolaas, Defendant therefore requests a date certain for the production of Plaintiff's supplemental damages report and an extension of the due date for Defendant's expert witness reports 1 to a date 20 days following the production of Plaintiff's supplemental report (and that the remainder of the expert witness deadlines be adjusted accordingly).

Thank you for your attention to this matter.

Respectfully submitted,

Jesa Senjampy

Lisa T. Simpson

Philip A. Byler, Esq. (By Hand) cc: Counsel for Great White Bear, LLC

Since it is expected that Defendant's industry wimess also can speak to certain aspects of Plaintiff's damages report, Defendant requests that the deadline for all of Defendant's expert reports be extended so that Defendant's expert witnesses can each sufficiently review and analyze the supplemental damage report expected from Plaintiff.

## EXHIBIT M

•	ES DISTRICT COURT STRICT OF NEW YORI	<b>X</b>
GREAT WHITE	BEAR, LLC	<u>x</u>
		06 Civ. 13358 (RMB)(FM)
	Plaintiff,	Ĭ
-against-		ļ
MERVYNS, LLC		
	Defendant.	    v

EXPERT REPORT OF STEPHEN J. RANKEL

This is a supplement to the written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court.

I have not published anything in the last ten years, have not testified as an expert in the last four years and am not receiving a special fee or other form of compensation for my testimony but rather am billing the company for my time at my normal rate (\$400 an hour) that is standard in the industry.

My opinions and the bases and reasons for those opinions are stated in my expert report dated January 21, 2008. I can further itemize the categories of documents for each item of identified damage and do the attached Exhibit D. As reflected in my expert report, I have knowledge of the financial records of the company.

Dated: February 20, 2008

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)

Stephen J. Rankel, C.P.A.

# EXHIBIT D TO THE SUPPLEMENT TO EXPERT REPORT OF STEPHEN J. RANKEL

Reference #

### Actual Losses

2.

### Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sports wear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

3

### Returns and Cancellations

Mervyns returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

4

### Chargebacks

Mervyns made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyns.

5

### Samples and Development Costs

GWB was required to create a new spottswear line for Metvyns because of exclusive license of "Rampage Label" in the gatments. The costs incurred by GWB was (i) purchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

b

### Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Mervyns business was incremental business that required the Company to hire additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (fringes) and medical insurance.

7

### Interest

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or teturned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

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#### Travel

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyns.

9

### Loss Opportunity Cost

GWB had a core customer base of \$8,000,000 which excluded Mervyns. To prioritize the customers GWB placed priority on Mervyns which resulted in a loss of 2 customers (Charming and Cato's). This merchandise was delivered late and GWB incurred substantial losses on the merchandise.

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C

### Showroom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showtoom, office, design pattern making and sample room) the new lease called for double the tent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showtoom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

11

### Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the gaments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervynk order cost the Company \$494,000 in lost deposits.

### EXHIBIT N



ORRICK, HERRINGTON & SUTCLIFFE ILP 666 FIFTH AVENUE NEW YORK, NY 10103-0001 tel 212-506-5000 fax 212-506-5151 WWW.ORRICK.COM

March 6, 2008

Lisa T. Simpson (212) 506-3767 lsimpson@orrick.com

#### BY FACSIMILE

Philip A. Byler Nesenoff & Miltenberg, LLP 363 Seventh Avenue -- Fifth Floor New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We are in receipt of the supplement report of Stephen Rankel, sent by cover letter dated February 28, 2008. Mr. Rankel's report remains deficient and fails to satisfy the requirements of Federal Rule of Civil Procedure 26(a)(2)(B) for the reasons previously set forth in my correspondence with you and with Magistrate Judge Maas and as set forth in the Court's February 25, 2008 Order.

Sincerely,

Lisa T. Simpson

### EXHIBIT O

SOUTHERN DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	
GREAT WHITE BEAR, LLC,	<b>K</b> 
Plaintiff,	06 Civ. 13358 (RMB)(FM)
-against -	
MERVYNS, LLC,	
 Defendant.	

€:

### SECOND SUPPLEMENT TO EXPERT REPORT OF STEPHEN J. RANKEL

This is the second supplement to the written report by the undersigned, Stephen

J. Rankel. Attached as Exhibit E is an amplification of the information providing the bases for my opinions in my expert report.

Dated: March 13, 2008

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Stephen J. Rankel, ,C.P.A

### EXHIBIT E TO THE SECOND SUPPLEMENT TO EXPERT REPORT OF STEPHEN J. RANKEL

### Amplification of basis of items 1 through 11 in Exhibit B

### From Exhibit B Reference A

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?

- Projected Loss GWB provided emails, spreadsheets and documentation on the styles 1) putchased by Mervyns as well as the costs to manufacture those styles. In addition, once the documents were presented, calculations were performed to calculate the loss.
- Royalty Payments GWB had two agreements for review, the original agreement and 2) the termination agreement. To show that there was a royalty agreement with Rampage that Mervyns had the exclusive right to the name. The company provided cancelled checks to back up the loss.
- Returns and Cancellations GWB provided cancellation letters, emails on 3) cancellations and garments returned from Mervyns. The inventory was specifically purchased for Mervyns and was sold off to third parties at below the cost of the garment,
- Chargebacks GWB provided the factor statements; which documented all of the 4) deductions that were taken by Mervyns when they were paying GWB's invoices. There were some back up documents from Mervyns verifying these doductions.
- Sample and Development Costs GWB had to create a new line for Mervyns since 5) they had the exclusive rights of Rampage name for sportswear. These styles had to now and different any other styles in GWB's line. The Company had to buy and make samples which they are invoices.
- Additional Employees Time and Efforts To start up a new line for Mervyns, GWB 6) had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns.

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- Interest GWB as well as any company that is starting up a new division needs capital 7) as in the case of GWB. They borrowed funds from a factor and they incurred interest charges. The financing was for developed costs, people travel, cost to carry inventory and to pay suppliers.
- 8) Travel - GWB had to travel overseas to review the foreign factories that were producing the garments.
- Loss Opportunity Costs The Company's main focus was on the development of the 9) Mervyns line. This resulted in GWB losing 2 significant customers and a lot of bad will with other customers because of where the priorities were placed.
- Showroom GWB entered into a new lease for there headquarters. The Company had copies of leases and cancelled checks to support the payments.
- 11) Overseas Deposits GWB pays various suppliers funds before the delivery of merchandise because of the use of new factories. These suppliers would not do business unless deposits were made.

# EXHIBIT P



PACION, THE RESERVE OF A PACIFICAL SECTION OF A PACIFICAL PACIFICATION

Lisa T. Simpson

(212) 506-3767 lsimpson@orrick.com

March 21, 2008

BY HAND

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: Great White Bear, LLC v. Mervyn's, LLC (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. Pursuant to Local Rule 37.2, we write this letter to request a conference with Your Honor to discuss Mervyn's intention to make a motion pursuant to Federal Rules of Civil Procedure ("FRCP") 37(b)(2) and 37(c) to strike the expert report of Stephen Rankel, the financial witness identified by Plaintiff Great White Bear, LLC ("GWB") and preclude GWB's reliance on that report or any related testimony.

On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Mr. Rankel's January 21, 2008 report is attached hereto as Exhibit A.¹ Both of Plaintiff's reports failed to meet the requirements of FRCP 26(a)(2)(B). On February 25, 2008, in response to Mervyn's' request, Your Honor ordered GWB to provide Mervyn's with "complete" expert reports by March 14, 2008 ("the February 25 Order"). See Exhibit B. On February 29, 2008, GWB provided Mervyn's with a supplemental damages report. See Exhibit C. Again, this report was insufficient and counsel for GWB was so advised in a letter dated March 6, 2008. See Exhibit D. On March 17, 2008, Mervyn's received GWB's second supplemental damages report by Mr. Rankel. See Exhibit E. GWB's second supplemental report still fails to comply not only with FRCP 26 but also with Your Honor's February 25 Order. Furthermore, the report's deficiencies make Defendant's tasks of preparing a meaningful rebuttal damages report and effectively deposing Mr. Rankel impossible.

As noted in Defendant's February 21, 2008 letter to Your Honor (see Exhibit B), the damages figures provided in the now multiple versions of Mr. Rankel's report are entirely

<sup>&</sup>lt;sup>1</sup> Mervyn's does not here raise the sufficiency of GWB's FRCP 26 expert report for GWB's industry expert, Larry Lazar. However, Mervyn's reserves the right to move to exclude Mr. Lazar's opinions following his deposition, if deemed warranted and appropriate at that time.



The Honorable Frank Maas March 21, 2008 Page 2

unsupported by specific citation to any documentation or other data relied on by Mr. Rankel. As such, Mr. Rankel's report continues to lack a requisite element of FRCP 26(a)(2)(B): "the data or other information considered by the witness in forming [his opinions]." For example, Mr. Rankel's second supplemental report includes the following entries:

- "Additional Employees Time and Efforts To start a new line for Mervyn's, GWB had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns." See Exhibit E hereto, item 6.
  - -- Without any indication of the number of employees, the salary paid or any other information relied on by Mr. Rankel, he concludes that this expense is the round number of \$370,000 in his initial report. See Exhibit A.
- "Travel GWB had to travel overseas to review the foreign factories that were producing the garments." See Exhibit E hereto, item 8.
  - -- With no reference to any supporting documentation or data, Mr. Rankel concludes that GWB should recover \$12,000 for this supposed expense. See Exhibit A.
- "Loss [sic] Opportunity Costs The Company's main focus was on the development of the Mervyns line. This resulted in GWB losing 2 significant customers and a lot of bad will with other customers because of where the priorities were placed." See Exhibit E hereto, item 9.
  - -- Again, without any numerical data or documents evidencing such an amount, Mr. Rankel concludes that GWB had a core customer base of \$8,000,000 which excluded Mervyn's and resulted in a loss of \$700,000. <u>See Exhibit A.</u>
- "Showroom GWB entered into a new lease for there [sic] headquarters. The Company had copies of leases and cancelled checks to support the payments." See Exhibit E hereto, item 10.
  - -- No cancelled checks for GWB's showroom have been produced and without any indication of terms or payments made, Mr. Rankel concludes that \$400,000 should be attributed to Mervyn's for this. See Exhibit A.



The Honorable Frank Maas March 21, 2008 Page 3

> "Overseas Deposits – GWB pays various suppliers funds before the delivery of merchandise because of the use of new factories. These suppliers would not do business unless deposits were made." See Exhibit E hereto, item 11.

> > -- Again, there is no reference to any document or data to support the figure of \$494,000 arrived at by Mr. Rankel. See Exhibit A.

FRCP 26, as it relates to the disclosures required of expert witnesses, was designed to prevent exactly this situation. Without a clear understanding of the data or information relied upon by Mr. Rankel in performing his damages calculation, a rebuttal damages report by Mervyn's would be an abstract and futile exercise based on assumptions, estimations, and guesses. Moreover, a deposition of Mr. Rankel would likely devolve into Mr. Rankel's inability to identify any document or other data relied on with specificity and would effectively prevent Defendant from questioning Mr. Rankel on that material. This defeats the entire purpose of FRCP 26.

FRCP 37(b)(2)(A) permits the Court to impose sanctions for the failure to comply with a Court order and specifically allows the Court to strike GWB's incomplete report and prohibit GWB from relying on it in any way. Similarly, FRCP 37(c)(1) provides "[i]f a party fails to provide information or identify a witness as required by FRCP 26(a) or (e), the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless" (emphasis added). It further allows for the recovery of expenses, including attorneys' fees.

Since GWB has failed to comply with the Court's February 25 Order, requiring production of complete expert reports, and since GWB has failed to comply with FRCP 26, Defendant respectfully requests a conference to discuss Mervyn's motion pursuant to FRCP 37(b)(2) and 37(c)(1) to exclude and strike Mr. Rankel's report and preclude GWB's reliance on his testimony and for such other relief as the Court deems proper.

Thank you for your attention to this matter.

Respectfully submitted,

Lies T Simpson

# EXHIBIT Q

04/08/2008 13:10 FAX 000000000

**NESENOFF&MILTENBERG** 

**☑** 002/004

NESENOFF & MILTENBERG, LLP

ATTORNEYS AT LAW 363 SEVENTH AVENUE FIFTH FLOOR New York New York 10001-3904

> TELEPHONE (212) 736-4500 TELECOPIER (212) 736-2260

IRA S. NESENOSS andrew T. Miltenberg

PHILIP A. BYLER alan M. Shectman SHARES & LASKOWITZ LAINE A. ARMSTRONG MEGAN S. GODDARD ANDREW & FLOTKIN

Paralegal TANYA C. SIMMONS

April 8, 2008

BY TELECOPIER

Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe, LLP. 666 Fifth Avenue New York, New York 10103

Re:

Great White Bear, LLC v. Mervyns, LLC,

Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

Accompanying this cover letter is Exhibit P to the damages expert report of Stephen Rankel in supplementation of that report. As you will see, Exhibit F refers to supporting documentation that is being provided to you under separate cover.

> Very truly yours. NESENOFF & MILTENBERG, LLP

Philip A. Byler, Esq.

Filed 06/23/2008

 NESENOFF&MILTENBERG
CITRINCOUPERMAN

@ 003/004 P**ASE<sup>Pa</sup>BIZ2BIF 2** 

#### Exhibit P

#### Additional Employees Time and Efforts

Great White Bear (GWB) hired 2 employees to handle the HDI for Mervyns, they were as follows:

		į
Robett Mosce		\$60,000
Migoel Lopus		60,000
Fringes (Payroll taxes		*
	hospiralization, workmens	1
comp and esc.) 30%		_36 <u>.000</u>
	Subtotel	156,000
Employees con	ployed by GWB, but their	]
time and effort	s went to Metvyps:	; 1
(1/2 salary)	Bebe (Designer)	45,000
	Dansy Fodimen (est.)	50,000
	Glenn Sands (est)	50,000
	Fringes (30%)	44.000
1		189,000
GWB amployee	s that contributed to Mervyns line	•

GWB employees that contributed to Metvyns line Sales, Admin, sample hands, pattern maker

Total 370.000

#### Loss Opportunity Costs

Attached are confirmed orders from Charming Shops for delivery in 1005 none of these orders were shipped. The oversess factories concentrated on making Moreyns goods and these orders were not made or made late and could not be shipped.

NESENOFF&MILTENBER®

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☑ 004/004 PAGE **83/03** 

#### Showmon

GWB entered into a lease for larger space at 1412 Broadway, the annual rent of \$200,000 an increase over previous years. The Company was going to subleaus a postion of the space but did not because of the expected sales with Mervyus. Attached is the lease.

#### Tuve

Sanford Podimen flew out to California twice to toset with Rick Lide as well as a trip to Las Vegas (Magic Show). There were also expenses for dinners several times with Rick Lide and Scott (Buyer). The American Paperss Receipts are to follow.

#### Overseas Deposits

Attached is a schedule for Quickbooks showing the oversess deposits lost.

# EXHIBIT R

1	UNITED STATES BANKRUPTCY COURT				
2	SOUTHERN DISTRICT OF NEW YORK				
3	x				
4	GREAT WHITE BEAR, LLC, : 06-CV-13358				
5	Plaintiff :				
6	V. : : April 8, 2008 MERVYNS, LLC, :				
7	Defendant. : 500 Pearl Street				
8	Defendant. : 500 Pearl Street				
9	TRANSCRIPT OF CIVIL CAUSE FOR TELEPHONE CONFERENCE BEFORE THE HONORABLE FRANK MAAS				
10	UNITED STATES MAGISTRATE JUDGE				
11	APPEARANCES:				
12	For the Plaintiff: PHILIP A. BYLER, ESQ. Nesenoff & Miltenberg LLP				
13	363 Seventh Avenue New York, New York 10001				
14	110W 1011/ 110W 1011/ 10001				
15	For the Defendant: LISA T. SIMPSON, ESQ. Orrick, Herrington & Sutcliffe				
16	666 Fifth Avenue New York, New York 10103				
17					
18	·				
19					
20					
21					
22	Court Transcriber: SHARI RIEMER TypeWrite Word Processing Service				
23	356 Eltingville Boulevard Staten Island, New York 10312				
24					
25					
	Proceedings recorded by electronic sound recording, transcript produced by transcription service				

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 1
              THE CLERK: This is a telephone conference in the
 2
   matter of Great White Bear v. Mervyns. The telephone
    conference is being tape recorded.
 3
              Counsel, please state your names for the record.
 5
              MR. BYLER: Philip A. Byler for plaintiff Great White
 6
    Bear.
 7
              THE COURT: Ms. Simpson, are you there?
 8
              MS. SIMPSON: I'm here. I can't quite hear. There
 9
    seems to be a lot of background noise on someone else's line.
10
              THE COURT: Mr. Byler, are you calling from a land
11
    line?
12
              MR. BYLER: No, I'm here.
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              MS. SIMPSON: I just picked up my line. I'm not even
    on speaker any more.
14
15
              MR. BYLER: Can everybody hear me?
16
              THE COURT: Yes, but there's a lot of background
17
    noise. Do you have us on speakerphone?
18
              MR. BYLER: Yes, but not now. Does that help?
19
              THE COURT: It does.
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              I received your letter this morning saying that the
21
    decision whether or not to strike the expert report of your
22
    accountant is a matter that's dispositive. Do you have any
23
    case authority for that?
24
              MR. BYLER: Well, I'm working out of 28 U.S.C.
25
    Section 636 that trial matters are for the trial judge.
```

Pretrial matters can be done by the magistrate judge but this is tantamount to trying to exclude a witness at trial which is fairly a trial matter. I don't know why we're even discussing it given the supplementation I have done, given what's at issue which is five of eleven damage items. I just don't understand it quite frankly. I don't understand why defendant Mervyns hasn't been given expert disclosure dates to finish —to do their expert disclosure when we've been doing plaintiff's expert disclosure for months now.

Reports, two reports have been done. Apparently one is not an issue at all. The other, most of it's not an issue. Quite frankly, if I sound a little out of sort I apologize to everybody but I think this case needs to move forward and I don't think there's a lick of merit to a motion to strike. I think it's really a motion trying to preclude at trial and that -- a witness at trial and that's for the trial judge, not right now. So I don't think this is a constructive discussion at all and that's where plaintiff's counsel is coming from.

THE COURT: Mr. Byler, your letters use the word lack of merit and meritless repeatedly. What I'm inclined to do based on your tone of voice and your being put out is to allow Ms. Simpson to make a motion and then if it's meritless I'll impose sanctions on her. If it has merit as Rule 37 requires, I will impose sanctions on you.

There's absolutely no basis in law for the notion

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that a motion to strike for failure to comply with your discovery obligations is something which is not within my jurisdiction pursuant to 28 U.S.C. Section 636. Section 636(b)(1) says that a judge may designate a magistrate judge to hear and determine any pretrial matter except a motion for injunctive relief or judgment on the pleadings for summary judgment, to dismiss or quash an indictment or information made by the defendant, to suppress evidence in a criminal case, to dismiss or to permit maintenance of a class action, to dismiss for failure to state a claim upon which relief can be granted and to involuntarily dismiss an action.

The motion that Ms. Simpson proposes to make is none of the above. So as far as I'm concerned there's not one lick of merit to your suggestion that this is not a motion that I can consider.

Secondly, I've looked at -- I'm not sure whether it's the final version of the report or not but, for example, your expert says Great White Bear incurred expenses of \$12,000.00, traveling overseas to suppliers as well as trips to Mervyns. Is that the final version of his expert --

MR. BYLER: No. He has provided a Schedule F to provide greater detail. In fact, looked -- copying and Bates stamping now are the specific documents which support that specific damage item. You are referring to one of five damage items raised by Ms. Simpson in her letter, that's five damage

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Case 2:06-cv-13358-RMB-FM Document 68-2 Filed 06/23/2008 Page 82 of 93
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5 items out of eleven. One of those items does include that and 1 what I decided to do voluntarily was okay, let's provide 3 additional supplementation here because that's the right way to deal with what I think is a request for more detail and 5 that's what is being provided to Ms. Simpson. I faxed over to her the Schedule F and I'm Bates stamping and copying the 7 individuals putting [inaudible] on that item. 8 So if we're gong to focus on the five items that Ms. 9 Simpson has alluded to in her letter, that is being supplemented. 10 11 MS. SIMPSON: Your Honor, I received that supplement 12 ten minutes ago and I'm frankly opposed to any further 13 supplements. Mr. Byler has had three chances at this report already . I've sent him six pieces of correspondence on this 14 15 same issue and we're still where we were two-and-a-half months 16 ago. I haven't had a chance to look at his proposed 17 supplementation that I -- and one thing that I'd like to point 18 out, Mr. Byler, is that my letter went to your entire report, 19 not simply the five examples that I set forth. 20 MR. BYLER: Excuse me. You only outlined issues as 21 to five. That's what I can deal with. 22 MS. SIMPSON: That's how --23 MR. BYLER: I'm supplementing -- you really don't want supplementation because you want to somehow get rid of a 24 25 damages witness that was why -- I understand --

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THE COURT: Mr. Byler, the purpose of a conference is to talk to me, not argue back and forth --

MR. BYLER: I understand. Well, she was addressing it to me and I apologize. I guess the response that I would say to you --

THE COURT: Mr. Byler, Mr. Byler, listen to me for a minute.

MR. BYLER: Go ahead.

THE COURT: You keep accusing the defense of delaying matters here. As far as I'm concerned, your first expert report was a joke and it didn't get much better after that. Whether you've now gotten to the point where we can get beyond it, I frankly don't know because I haven't seen it and Ms. Simpson apparently got it only ten minutes ago. Is that correct that you faxed her or sent her something that she received today?

MR. BYLER: Yes.

THE COURT: Well, we don't traditionally proceed in little bites in terms of an expert report and I want to give Ms. Simpson a chance to absorb whether or not she thinks what she's now received is adequate unless you're prepared to talk about that now, Ms. Simpson.

MS. \$IMPSON: I am not. I haven't had a chance to review it except that I would say that if Mr. Byler is only addressing the five examples that I set forth in my letter, my

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complaint runs to his entire report, not merely the five examples. So from that perspective I know that the letter will not be sufficient.

THE COURT: I can do one of two things as you wish, I can either put this off until say 5:00 so you Ms. Simpson. have a chance to review it and then we can continue the conversation or I can permit you to make your motion.

MS. SIMPSON: Frankly, Your Honor, I think we're just opposed to any further supplementation. At some point this has to stop and I can't -- I don't see any end to this. I feel as though we'll --

THE COURT: As far as I'm concerned the clock has stopped now. The deadline for the expert report has long since passed. I will give Mr. Byler the benefit of the doubt and say that whatever he's given you by way of supplementation up until this conference call which is part of the report if it's adequate, fine. If it's inadequate then you'll make your motion or if you think it's inadequate, and I will rule.

If it hasn't moved materially beyond that which was given earlier, at least as the part that Mr. Frankel has not supplemented it may well be that I grant the motion and then Mr. Byler can advance his legal theories and the meritlessness of the motion to Judge Berman. But I'm content to proceed either way. As far as I'm concerned, the delay here has not been you raising frivolous objections. It's been Mr. Byler

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    submitting frivolous letters talking about the meritlessness
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    of reports that were willfully deficient to begin with.
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              So which way do you want to proceed, Ms. Simpson?
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              MS. SIMPSON: Mr. Byler has promised in his letter,
    I'm looking at it now, that he's going to be sending me
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    documents.
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              MR. BYLER: Yes. There's the backup documents to the
    report and that has to be copied and Bates stamped and that
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    you are getting as soon as I can physically do it. I faxed
    over to you the Exhibit F which describes what's the detail
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    involved. I'm giving you the backup documentation that -- you
    will have that as soon as possible. That's where we are. I
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    would consider that part of the report because you were asking
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    for detail as to those five items and we're providing that
    detail including the documentation that was the backup to it.
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16
              I don't know what more one can do in terms of
17
    providing detail.
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              MS. SIMPSON: Your Honor, am I required to receive
    those pages as well?
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              MR. BYLER: I think you are. It's referenced in the
21
    exhibit.
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              MS. SIMPSON: I wasn't addressing my question to you.
23
              THE COURT: Are you asking whether you have to accept
24
    an untimely report?
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MS. SIMPSON: Yes, I am.

THE COURT: Probably not.

MS. SIMPSON: In other words, would my motion be based on the report up until the deadline or my report up until today that I've received? Because I haven't looked through this but I suspect that Mr. Byler will now send me a bunch of documents that I don't know exactly what they're going to be and I'm frankly opposed to receiving those since he's had four chances to do so already.

MR. BYLER: No, this is the first time you raised those specific objections, your last letter. I'm providing the detailed document which took some time to go out to warehouses to get and they asked American Express for certain statements which they are providing. I did that as soon as receiving your letter on Good Friday and it's taken that time in order to get that documentation. So this is simply the mechanics. If I had it already in my hand I would give it to you but you're getting it as soon as possible.

THE COURT: The report was due January 11th. We're closer to April 11th at this point. What I will do is I will give Mr. Byler until close of business Thursday, i.e. 5:00 on Thursday to get you an amended report which is one coherent report, not a series of supplements to an original report, and whatever schedules and other documentation he's providing in connection with that and then if you wish to make a motion to strike the report in whole or in part, you can do that by

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April 17th. I will give you until April 24th to respond to 1 2 that motion.

At the end of this phone conference we'll also give you a date in early May for a further phone conference at which I'll decide the schedule for any -- well, have you provided any defense expert reports yet?

MS. SIMPSON: We have not, Your Honor.

MR. BYLER: Your Honor, that's why I was -- I apologize for seeming aggravated at the start of this phone conversation but it's only been plaintiff going forward on expert discovery. I received nothing in terms of defense expert reports and --

THE COURT: Well, she's not required to have an expert respond to an inadequate report. So as far as I'm concerned, and I'll make it explicit in my order, until I direct that she produce expert reports she won't have to. Just so it's abundantly clear, all of the delay as far as I'm concerned is not because she's been making meritless objections to your report. It's because you served a report, I said before and I'll reemphasize which was willfully inadequate and you've been doing this reluctantly in bits and pieces.

So I'm giving you one last shot, sir, after which I intend to rule and if I rule that the report get stricken that's not a dispositive motion. Potentially you may be able

11 to show your damages for a fact witness but --1 2 MR. BYLER: Well, we can do that but I still 3 reserve -- out of no respect to you, but I do think it goes to the [inaudible] which is better reserved for a trial judge because -- in effect, it's tantamount to a trial evidentiary ruling. That's the theory of the position. 7 THE COURT: I understand and I don't take any umbridge of your --8 9 MR. BYLER: I didn't want you to. 10 THE COURT: I'm sorry. 11 MR. BYLER: I didn't want you to take any umbridge and I'm afraid you have. 12 13 THE COURT: No, I take umbridge at the letters basically attacking Ms. Simpson and saying repeatedly that her 14 15 motion is meritless when in fact I think she has a legitimate 16 argument that the report your expert filed did not comply with 17 Rule 26. 18 MR. BYLER: With due all respect to saying that a motion is meritless is not attacking her personally. It's 19 20 saying that the grounds for the proposed motion are without 21 basis and I went through in what was a four-page letter 22 explaining why I felt that was so. 23 THE COURT: As far as I'm concerned in an initial 24 passthrough, although if there's a formal motion I'll look at it more intensively, it seems me she's right and you're wrong. 25

12 1 You can stand on whatever it is you have. You can supplement it through the close of business Thursday but I suggest you get it right this time because if she files the motion and I 3 conclude you haven't I intend to strike the report and then you'll be -- or the portions of it that I find she's 5 6 telling -- she's accurate about and under Rule 37 I"ll also be 7 required to assess costs of the motion in all likelihood. 8 MR. BYLER: I will take to heart the amended report. 9 I thank you for that opportunity. I don't agree with the other comments but I think it's better for me to focus on taking 10 11 advantage of the opportunity for amended reports. 12 THE COURT: I think that would be a wise course for 13 you to pursue. We're going to put you on hold and my law clerk will 14 15 give you a date sometime after the opposition papers are due 16 for a further phone conference. 17 MS. SIMPSON: Thank you. 18 19 20 21 22 23 24 25

I certify that the foregoing is a court transcript from an electronic sound recording of the proceedings in the aboveentitled matter. Shari Riemer Dated: June 12, 2008 

# EXHIBIT S

UNITED STATES DISTRICT COURT	
SOUTHERN DISTRICT OF NEW YORK	

GREAT WHITE BEAR, LLC,

Plaintiff. <u>ORDER</u>

06 Civ. 13358 (RMB)(FM) -against-

MERVYNS, LLC,

Defendant.

FRANK MAAS, United States Magistrate Judge.

Pursuant to a telephone conference held earlier today, it is hereby

#### ORDERED that:

- By 5:00 p.m. on April 10, 2008, the plaintiff shall provide the 1. defendant with Mr. Rankel's final expert report, together with any necessary schedules and other documentation. The amended report shall take the form of one cohesive report, not supplements to the prior reports prepared by the expert.
- On or before April 17, 2008, the defendant may file a motion to 2. strike Mr. Rankel's report if it believes inadequacies persist.
- On or before April 24, 2008, the plaintiff shall file any opposition 3. papers.
- The defendant need not produce its own experts' reports until further 4. order of the Court.

5. A further telephone conference shall be held on April 29, 2007, at 10:00 a.m. Counsel for the defendant shall initiate the call by dialing Chambers at (212) 805-6727.

SO ORDERED.

Dated:

New York, New York

April 8, 2008

SO ORDERED.

FRANK MAAS

United States Magistrate Judge

### Copies to:

Honorable Richard M. Berman United States District Judge

Philip A. Byler, Esq. Nesenoff & Miltenberg LLP Fax: (212) 736-2260

Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe LLP Fax: (212) 506-5151

# EXHIBIT T

Filed 06/23/2008 Page 2 of 71

Case 2:06-cv-13358-RMB-FM Document 68-3

FINAL EXPERT REPORT OF STEPHEN J. RANKEL, C.P.A.

PART 1 OF 2

This is a final amended written report by the undersigned, Stephen J. Rankel, C.P.A., in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. I address the subject of what were the damages suffered by Great White Bear, LLC (AGWB@), assuming a breach of contract by Mervyns, LLC (AMervyns@) as alleged in the Amended Complaint in *Great White Bear*, *LLC v. Mervyns, LLC*, 06 Civ. 13358 (S.D.N.Y.). For this testimony, I have read the Amended Complaint, the Answer and some of the deposition testimony and exhibits in the case, and I have considered and have had available the GWB financial records and documents. Because I have been the outside accountant to GWB, I have a working knowledge of the financial records and documents of the company. With respect to Aamending,@ what I have done is to pull together the information that had been spread out in exhibits and presented it here, with more supporting explanation and detail, in an organized, corrected and expanded discussion.

#### I. My Credentials.

In January 1980, I graduated from Baruch College. In April 1980, I started as a staff accountant at the firm of Weinick Sanders & Co., LLP and studied to become a certified public accountant. In November 1983, I became a certified public accountant in New York State. From September 1984 to March 1985, I was a chief financial officer for a client of the Weinick Sanders firm; and in March 1985, I returned to Weinick Sanders

& Co., LLP (which changed its name to Weinick Sanders Leventhal & Co., LLP). In 1987, I was made partner of that firm; in 1992, I was made Executive Partner; and in 1996, I was made a Managing Partner. The firm of Weinick Sanders & Co., LLP (Weinick Sanders Leventhal & Co., LLP) specialized in servicing companies in the apparel and textile industries.

In August 2005, Weinick Sanders Leventhal & Co., LLP split up, and four Partners including myself joined the firm of Citrin Cooperman & Company, LLP. I am an Executive Partner of the Citrin Cooperman firm. I have continued to work servicing companies in the apparel and textile industries.

As a result of my years at Weinick Sanders Leventhal & Co., LLP and Citrin Cooperman & Company, LLP, I have had over 25 years of experience as an accountant servicing companies in the apparel and textile industries.

I am a member of the New York State Society of Certified Public Accountant and a member of the American Institute of Certified Public Accountants.

I am an accountant with a busy practice and have not published anything in the last ten years, nor have I testified as an expert in the last four years. For this work in this case as an expert, I am not receiving a special fee or other form of compensation, but rather I am billing the company for my time at my normal rate (\$400 an hour) that is standard in the industry.

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#### Π. Analytical Approach To Damages Accounting.

As the outside accountant to GWB, I am very aware of the position of Danny Fodiman and Glenn Sands that Mervyns=s breach of what they perceived as a contractual obligation to place orders and buy a certain amount of garments from GWB with the mark AR for Rampage@ caused damages to Great White Bear, a position stated in their deposition testimony. (Glenn Sands Deposition pp. 152-158; Danny Fodiman Deposition pp. 113-116, 210-211.) This report, however, does not concern stating facts with respect to the breach of contract alleged in the Amended Complaint and discussed in deposition testimony, but rather, assuming for the purpose of this report and my testimony that there has been found a breach of contract by Mervyns, an accounting of damages to be assessed.

There are two categories of damages identified in this report: (1) lost profits from the contracted for business not being done; and (2) losses from additional costs that were incurred by GWB to meet the requirements of the contracted for Mervyns line but that were not recouped due to the contracted for business not being done or not being done in accordance with the agreement.

Category (1), lost profits, are included in the damages accounting because a buyer (Mervyns) did not place orders and buy garments to fill a contractual commitment to do a certain amount of business with a seller (GWB) and a profit margin calculation can reasonably be performed as to the missing amount of business in purchases not made.

Category (2), the losses from the additional costs, are included because a seller (GWB) incurred costs in the process of filling an expected amount of business in the apparel industry, but then a buyer (Mervyns) did not place orders and buy garments to fill a contractual commitment to do a contracted for amount of business. Filling Mervyns orders meant, among other things, GWB=s payment of a minimum royalty to the Rampage company, factoring orders, hiring and use of employee time, engaging factories over in Asia to make the Mervyns garments (and not other garments) and placing advance deposits as downpayments with those factories. When GWB did not receive orders per the contracted for number and kind of orders, those costs became losses - e.g., a minimum royalty payment obligation continued, deposits placed with factories were applied anyway by the factories and factor interest not associated with successful sales.

#### Ш. Summary of the Damages.

Assuming a finding of liability for breach of contract, the following is a summary of the damages suffered by GWB. This summary will be an exhibit at trial and also put in blow up form. In the next section, after this summary, is a description of each damage item, the bases and reasoning for inclusion of each items and the data and documents supporting them. First, the summary listing, totaling \$5,984,415.70 in damages, is as



ITEM NO.	<u>ITEM</u>	AMOUNT	
1	Lost Sales	\$3,976,200.00	
2	Lost Royalty Payments - Rampage	\$286,666.66	
3	Returns, Cancellations and Unjustifie Chargebacks For Accepted Gar	<del></del>	
4	Lost Samples & Development Costs	\$7,500.00	
5	Lost Additional Employees Time and	Effort \$260,049.04	
6	Interest - Returns, Cancelled Orders, Unjustified Chargebacks	\$10,000.00	
7	Lost Opportunity Cost	\$700,000.00	
8	Lost Overseas Deposits	\$494,000,00	
	Total Damages	\$5,984,415.70	

### IV. <u>Discussion of Damage Items.</u>

The following is a description of each item, the bases and reasoning for inclusion of each item in the damages and the data and documents supporting them.

### Item # 1: Lost Sales.

The first item in the damages chart is lost sales, and the calculation of lost sales begins with two documents reflecting the sales commitment. The first document is the transcription of a cell phone message left by Scott Jeffries (bearing the numbering P

01090), which was marked as Exhibit 1 at the Scott Jeffries deposition, Exhibit 1 at the deposition of Sandy Fodiman and Exhibit 6 at the deposition of Danny Fodiman. The second document is an e-mail exchange between Danny Fodiman forwarding a message from Sandy Fodiman to Scott Jeffries and Scott Jeffries confirming in a message back to Danny Fodiman (bearing the numbering P 01091), which was marked as Exhibit 2 at the Scott Jeffries deposition, Exhibit 2 at the deposition of Sandy Fodiman and Exhibit 7 at the deposition of Danny Fodiman.

According to these documents and deposition testimony concerning them, Scott Jeffries called Sandy Fodiman to commit Mervyns to placing orders for \$9,000,000 at cost in Acollections@ and \$4,200,000 at cost in Aactive wear@ for a total of \$13,200,000, in an 18-month or 3-season period, that was up or down 10% aggressive, leaving \$11,700,000 in committed sales from GWB to Mervyns in that 18-month or 3-season period, at a 38% guaranteed margin with an initial mark up at 67%. (Scott Jeffries Deposition pp. 36-37, 44-54; Sandy Fodiman Deposition pp. 47-123; Glenn Sands deposition pp. 67-89; Danny Fodiman Deposition pp. 113-122.) Mervyns thereafter placed \$2.3 million in orders with GWB. Using a conservative approach of fully allowing for a 10% deviation down and thus the \$11.7 million sales figure as the committed amount, GWB had an unfulfilled order for \$9.4 million of garments.

It is not disputed that Mervyns did not place orders for another \$9.4 million of AR

for Rampage@ garments. Based on Mervyns=s not placing with GWB the remaining \$9.4 million of orders, the damages from lost sales may be calculated as follows:

> Lost Sales \$9,400,000.00 Gross Profit Percentage Gross Profit

I know from my experience in servicing companies in the apparel industry, a 38% to 45% gross profit rate would be considered a standard gross profit rate to use. Here, to calculate the lost gross profit, I am using an average of the GWB profit rates that are reflected in the invoice documents for the actual sales by GWB to Mervyns. Attached as a collective Exhibit 1 are: (a) the documents marked P 01090 and P 01091; (b) invoice documents reflecting GWB profit rates (American Resources was a GWB agent); and (c) the filled Mervyns orders that totaled \$2.3 million.

#### Item #2: Lost Royalty Payments - Rampage.

There was a guaranteed royalty payment by GWB to the Rampage company of \$400,000.00 for the exclusive use of a Rampage mark (AR for Rampage@) for the garments to be sold to Mervyns. This is reflected in the exclusive license agreement entitled AFirst Amendment To License Agreement,@ marked as Iconix Exhibit 4. The deposition testimony of Sandy Fodiman also discusses the need for a commitment from Mervyns because of the Rampage license agreement. (Sandy Fodiman Deposition pp. 61-62, 66-68, 72, 86-87, 89-90.) Later, there was a settlement with the Rampage company.

dated June 9, 2006, with respect to the royalty payments, marked as Iconix Exhibit 10. The total royalty payments were \$286,666.66, consisting of: (i) \$70,000.00 in payments made before the June 9, 2006 agreement; and (ii) actual settlement payments of \$216,666.66. Attached as a collective Exhibit 2 are: (a) the First Amendment to License Agreement: (b) the June 9, 2006 settlement agreement; (c) cancelled checks marked as Iconix Exhibit 8; and (d) the testimony of the Iconix witness at pages 76-78 (either there is a typographical error or the arithmetic gets messed up -- the total settlement payments were \$150,000.00 plus \$66,666.66, which equals \$216,666.66).

The settlement amount is included in the damages chart because this was a cost borne by GWB, which owed royalty payments to the Rampage company regardless of what is assumed assuming for the purpose of this report and my testimony as a breach of contract by Mervyns.

### Item #3: Returns, Cancellations and Unjustified Chargebacks for Accepted Garments.

Mervyns returned garments and cancelled orders of made garments that ended up in a GWB warehouse, and GWB had to take a loss on such garments because of the Rampage exclusive license. Also, Mervyns made what GWB considered to be unauthorized deductions when paying GWB=s invoices. These chargebacks were taken when GWB=s invoices were paid by Mervyns to the factor, Israel Discount Bank (AIDB Factor@), which had purchased the receivables as the time of the shipment and loaned funds to GWB to operate and pay for the garments prior to being paid by Mervyns.

These costs are thus reflected in the documents attached as collective Exhibit 4: (a) IDB Factor Aging Statements; and (b) checks and client reports showing chargebacks. The costs may reasonably be set, given the amount of AR for Rampage@ business that Mervyns did with GWB, at \$250,000.00.

### Item # 4: Lost Samples and Development Costs.

GWB created a new sports wear line for Mervyns with the exclusive license AR for Rampage@ and in the process required incurring: (i) costs in purchasing and making samples and (ii) development costs in patterns, sourcing and the like. These expenses may conservatively be set at \$7,500.00.

### Item #5: Lost Additional Employees Time and Efforts.

GWB started business in 2003 and had a base core of customers. The business done with Mervyns was incremental that required GWB to hire additional employees. GWB hired two employees to handle the EDI for Mervyns; their pay was as follows:

> Robert Moses \$60,000.00 Miguei Lopez \$20,192.34 Benefits (medical, etc.@ 30%) \$24,057.70 \$104,249.04

GWB also had employee time redirected to Mervyns; so, a portion of their compensation needs to added in this item as well:

> Bebe (designer) \$36,000.00 Danny Fodiman \$40,000.00

Glenn Sands \$40,000.00

Benefits (medical, etc. @30%) \$34,800.00

\$150,800.00

Finally, allocated to this item should be a portion of employee time that contributed to the Mervyns line in terms of sales, administrative, samples and patterns work B \$5,000.00. The total of \$104,249.04, \$150,800.00 and \$5,000.00 is \$260,049.04.

### Item #7: Interest - Returns, Cancelled Orders, Unjustified Chargebacks.

GWB was financed by IDB Factor; and such financing was necessary and typical in the apparel industry. There was, however, an additional cost attributable to the Mervyns situation in additional finance interest resulting from unshipped garments in inventory, returned garments in inventory and unjustified chargebacks. Taking into account that IDB Factor was charging 12% on all advances and the amount of business that Mervyns did and was contracted to do with GWB, additional interest charges that would not have occurred but for the Mervyns situation may reasonably and conservatively be set at \$10,000.00.

### **Item #8: Lost Opportunity Cost.**

Excluding Mervyns, GWB had a core customer base of approximately \$8 million. GWB, by prioritizing the work of the company for Mervyns, was not able to supply customers as Charming Shoppes and Cato=s. Attached as Exhibit 9 are confirmed orders from Charming Shoppes for delivery in 2005 that could not be shipped due to Great



White Bear, LLC=s business with Mervyns. With the overseas factories tied up in making the garments for the Mervyns line, the orders could not be filled at a loss of \$700,000.00 to GWB.

### Item #9: Lost Overseas Deposits.

GWB was required by the overseas suppliers and factories to make deposits (advances) to overseas suppliers and factories in order to have the garments made for Mervyns. The cancellation of the Mervyns orders cost GWB \$494,000.00 in lost deposits. Attached as Exhibit 11 is a schedule from Quickbooks showing the lost overseas deposits.

#### A Check From A Summary Financial History of Great White Bear, LLC. V.

A way of checking (albeit not directly proving) that GWB suffered financial losses from what is assumed for the purposes of this report and my testimony was a breach of contract by Mervyns to place orders per the sales commitment referenced above is to review and consider the financial history of GWB.

From my work as an outside accountant to GWB and having knowledge of its financial records, I can state that GWB was formed as a limited liability company on April 24, 2003 and began business on May 12, 2003, and that the following chart summarizes company equity, loans, sales and profit/loss for periods spanning May 12, 2003 to September 1, 2006 (amounts in U.S. dollars):

	Equity Contributed	Non-IDB Loans	<u>Sales</u>	Profit (Loss)
May 12, 2003 to December 31, 2003	\$200,000	\$300,000	\$9,281,000	\$247,000
For Year Ended December 31, 2004		\$250,000	\$8,464,000	\$13,000
For Year Ended December 31, 2005		\$100,000	\$8,619,000	(\$1,399,000)
From January 1, 2006 to September 1, 2006		\$578,000	\$3,191,000	(\$1,286,000)

This chart will be an exhibit at trial and may also put in a blow up form because based on the summary of financial information shown above, GWB=s financial situation declined markedly in 2005, the year that business was begun (and all but ended) with Mervyns. This is consistent with GWB having suffered damages from a breach of contract by Mervyns.

In 2005, GWB had to make advances to overseas suppliers to meet increased volume of business from Mervyns. Outstanding advances to suppliers were: \$674,000 at June 30, 2005; \$603,000 at September 30, 2005; and \$220,000 at December 31, 2005. IDB Factor required that GWB put more money in the business, which was done in August 2006; however, IDB Factor then foreclosed on its security interest and a peaceful possession and sale of assets to Sanford Fodiman occurred. The personal guarantee that

Sanford Fodiman had to extend as part of that transaction is not included in the financial figures shown above.

Dated: April 10, 2008

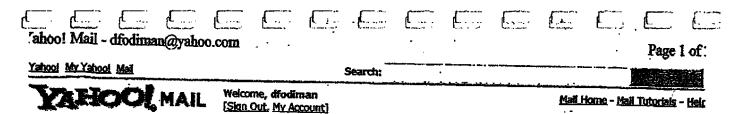
EXHIBIT 1 TO THE FINAL EXPERT REPORT OF STEPHEN J. RANKEL, C.P.A.

### **BEGIN VM MESSAGE #3**

S. Jeffries:

Hey Sanford it's Scott, I got some rough numbers for you. Um, I'm lookin' at about nine million dollars in sales on the collections, over eighteen months that's on two fixtures. And I've got ya' at like, four million two on active. 'Cause I actually have, some fabrics to give you, what my proposal was, what is for ten six for you to take over the Side Out active fixture. I couldn't move the back to school, 'cause we were already in production. So that'll get you to a total sales figure of thirteen million two fifty, ah, and that would equate to roughly twenty. million seven in retail purchases. And that's at a thirtyeight margin right, so I'm guessing we probably wanna' be at sixty-seven, sixty-eight mark up so you can back that out to get to cost purchases. Um, this is a little high from the perspective of four way productivity, 'cause that did not back out the table um, but that gets you basically to my ra- ah, average rack productivity for the department, so I-I don't know if you wanna' take it down ten percent, but I- I feel like this- it's pretty aggressive as it sits today. Give me a call if you have any questions ah, I'm in between appointments. I had to come down to the lobby, hopefully you're getting a good signal and you can hear everything. I will talk to you later, bye.

END VM MESSAGE # 3



want to find out hose

Mail Addresses Calendar Notepad <u> Mail For Mobile - Mail Upgrades - Options</u>

A card in 3 days for bad credit\*

Folders [Add - Edit] inbox (1) Draft Sent Bulk [Empty] Trash [Empty] [Hide]

My Folders **Bubble Gum** Charming Kohls Neimans Nordstrom Todd doggin it marsha saniay

Search Shortcuts My Photos My Attachments

See your credit score - free

.. sara smith

todd fodiman

Don't quit job 1 year degree Previous | Next | Back to Search Results

This message is not flagged. [ Flag Message - Mark as Unread ] Printable View Subject: RE: Date: Thu, 31 Mar 2005 14:09:39 -0800 "Scott.Jeffries" <Scott.Jeffries@mervyns.com> Wiew Contact Details 🖥 Add Mobile Alert From: "Danny Fodiman" <dfodiman@yahoo.com> To:

I'll make it up in the last 12 months. Nothing else I can do in this season unless my sales plan is raised to accommodate.

----Original Message----From: Danny Fodiman [mailto:dfodiman@yahoo.com] Sent: Thursday, March 31, 2005 1:36 PM To: Scott.Jeffries Subject:

Hi Scott Sandy asked me to forward this message to you. He was concerned

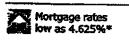
after the conversation he had with you the other day. Based upon your original phone message which told Sandy that the collections would be \$9,000,000 at cost and active would be \$4,200,000 at cost (13,200,000) over an 18 month period he wanted to know if we would be able to hit the

numbers you had given him. That would translate based on your message to \$20,700,000 in retail sales at a 38% maintained guaranteed margin with the initial IMU at 67%. The reason for this concern is the guarantees which we have already given Rampage. I realize that you had said the number could be agressive and maybe 10% high but our guarantees are substantial. Please bear this in mind. Best Regards, Sandy



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Save Message Text | Full Headers



01091

ATTENTION: JO	CING AME	RICA, INC.	DATE: <b>06/</b>	)n/os	PAGEOF
COMPANY: GI	REAT WHITE BEA	AR INC	FROM: IDA	20705	•
FAX:			FAX:011-922	1-431-1907	
	NOTICE	MERCHANDISE	ISED THAT I	HE FOLLOWING	
BUYER: GRI	EAT WHITE BE	AR INC, RAM		LC# DP	
VENDOR: ALL	JED GLORY EN	ITERPRISE LTD ,P	AKISTAN	T.LC#	
VENDOR INVOICE AG0071/05		<u>BL/AWBL#</u> KKLUSH8012518	<u>9</u>	CONTAINER#	
SHIPPING COMPA K-LINE	<del>_</del>	CONSOLIDATOR/FRT.I		EN. INV.DATE SHIPE 16/17/05 06/1	
<u>FEEDER VESSEL</u>		DEPARTED FIRST POR 06/11/05	TOFLOADING	FIRST PORT OF LO SHANGHAI	DADING
<u>MOTHER SHIP VO</u> CHESAPEAKE E	<u>YAGE</u> BAY BRIDGE 8E	ETD SECOND PORT	DF LOADING	SECOND PORT OF LO	ADING
ETA DESTINATION 06/23/05		ARRIVED DESTINATION ANGELES		<u>EBIT NOTE#</u> PD 4673	
PO# STYL		SIZE (	ARTONSPPK	DOZ.SHPD LDP/DZ	EXTENTION
511 122 515 123	DENIM	3-13	81 1.00		\$8,634.60
V.0 120	DENIM DENIM	3-13 3-13	348 1.06	= 124100101	1-1,-40.00
517 201			206 1.00 635CTNS		\$21,959.60 \$67,691.00
517 201	tyle 123	S.P.1450	Costs	.88	

POCOMENI FOLLOW UP			
INVOICEVISA 335	SHIPPING MEMO	DEBIT NOTE	_
— PACKING LIST VISA	INSPECTION REPORT	VISA AWBL	
— BL/AWBLVISA	INSPECTION CERTIFICATE	DATE SENT VIA	
- CERTIFICATE OF ORIGIN	SINGLE COUNTRY DECL	SENT TO	



## RESOURCING AMERICA, INC.

954 EAST 7TH ST **BROOKLYN NY 11280** TEL 718-258-6588

INVOICE# KPD 4673

LC# DP BANK REF#:

**Bill To:** 

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

Ship To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

KL KKLUSH8012518

**DEBIT NOTE#** 

**KPD 4673** 

STYLE#	DESCRIPTION	QTY.	Unit	LDP/DZ	EXTENSION
122	1511LADIES DENIM JEANS WITH RHINESTONES	81	Doz	\$106.60	\$8,634.60
123	1515LADIES DENIM JEANS WITH BELTDENIM 10 OZ	348	Doz	\$106.60	\$37,096.80
201	1517LADIES DENIM JEANS DENIM 10 OZ STRETCH	206	Doz	\$106.60	\$21,959.60

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC. SALES AMOUNT:

\$67,691.00

DEPOSIT:

-\$67,691.00

TOTAL APPLIED:

\$0.00

BALANCE DUE:

\$0.00

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RESOLIDCING AN	IEDIOA NO			PAGEOF
RESOURCING AM	ierica, inc.			
ATTENTION: JOE DRAGO	-	DATE: 06/14/0	15	
COMPANY: GREAT WHITE B	EAR INC	FROM: AMIN		
FAX:		FAX:011-9221-49	11-1907	
SHIPPING NOTICE	PLEASE BE ADVIS MERCHANDISE H	SED THAT THE AS BEEN SHIP	FOLLOWING PED.	-
BUYER: GREAT WHITE	BEAR INC, RAM		LC# DP	
VENDOR: SHAHPUR APPA	REL ,PAKISTAN		T.LC#	
VENDOR INVOICE#	BL/AWBL#	<u>CON</u>	TAINER#	
SA/RAI/264/05	724-2557-9503			
Ol libration of the second			<del></del>	
SHIPPING COMPANY SWISS AIR	CONSOLIDATOR/FRT.FO PAKISTAN CARGO		INV.DATE SHIPD (	
FEEDER VESSEL VOYAGE	DEPARTED FIRST PORT (	OF LOADING I	FIRST PORT OF LOA	NDING.
LX-6007	06/13/05		(ARACHI	ADING
MOTHER SHIP VOYAGE	ETD SECOND PORT OF	LOADING SEC	OND PORT OF LOA	DING
LX-40	06/16/05	ZUR	ICH .	
ETA DESTINATION	ARRIVED DESTINATION	DEBIT	NOTE#	
96/16/05	LAX	KPD	4669	
PO# STYLE# COLO		RTONSPPK DO	ZSHPD LDP/DZ	EXTENTION
1514 100 6/20-25 BLA 1514 100 \ \ SAN	_ · · · <u>-</u>	14 6.00	84 \$67.00	\$5,628.00
1501 107 1, DEN	- · · · ·	41 6.00 349 1.00	246 \$67.00	\$16,482.00
		404CTNS	349\$106.60 679 /DZ	\$37,203,40
mulliple styloon	a·		075 102	\$59,313.40
mulliple Ayloov Ship pr	imb			
, , , , , , , , , , , , , , , , , , ,	Style 100 S.P.9	25 Ges	+5.58	
	MA.	739.6%	/1	(
	714	10 07.6 R	·	$\lambda$
Ç	tyle 107 S.P.1	150 Cm	ct-888 \N	(U)
	7,0101 0.1.1	01 0	2000 10	
DOCUMENT FOLLOW UP	Denim Mu	% 38.7%	<i>5</i> (	
INVOICE VISA 348	SHIPPING MEMO	DEBIT NOT	<u> </u>	
PACKING LIST VISA	INSPECTION REPORT	,VISA AWBL	<del></del>	<del></del> .
BL/AWBL VISA VISA	INSPECTION CERTIFICA	TE DATE SENT		- · -
	SINGLE COUNTRY DECL	SENT TO	_	



# RESOURCING AMERICA, INC.

- 954 EAST 7TH ST BROOKLYN NY 11280 TEL. 718-258-6588

INVOICE# KPD 4669

LC# DP BANK REF#:

Bill To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

Ship To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

**BL/AWBL#** 

LX 724-2557-9503

**DEBIT NOTE# KPD 4669** 

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
100	1514LADIES POPLIN TOP POPLIN				
•	TO THE INTER TOP POPUL	84	Doz	\$67.00	\$5,628.00
100	1514LADIES POPLIN TOPPOPLIN				401020100
	TO THE PARTY OF LINE TOPPOPULIN	246	Doz	\$67.00	\$16,482.00
107	1501LADIES DENIM CAPRIDENIM		<b>.</b>	•	4 .01 .02.00
	A STATE OF THE OWN THE CHAIN	349	Doz	\$106.60	\$37,203.40
	<del></del>			4.00.00	<b>\$37,203,40</b>

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

.. 647

SALES AMOUNT:

\$59,313.40

DEPOSIT:

-\$11,853.60

TOTAL APPLIED:

\$47,459.80

**BALANCE DUE:** 

aid wire M

			RICA, INC.				PAGEOF_
	TION: JOE DRA PANY: GREAT W FAX:		inc	DATE: 0 FROM: II FAX:011-9	-		
<del></del>	PPING NO		MERCHANDI	DVISED THA1 SE HAS BEEN	THE FOLLOW SHIPPED .	'ING	
	ER: GREAT W	•				<u>#</u> L 62	20036
VENDO	OR: ZHEJIANG	FUHAOT	E IMP AND EX	P CO ,PAKIS	TAN T.LC	<b>#</b> L 62	20036-01
VENDOF	NVOICE#		BL/AWBL# 0507185LGB0	1	CONTAINER# NYKU700256	0	
	<u>G Company</u> I <b>Yusen Kai</b> sh	<u>Q</u>	ONSOLIDATOR/FF	IT.FORWERDER	VEN. INV.DATE 08/04/05	SHIPD 08/01	
FEEDER	VESSEL VOYAGI	<u>D</u>	EPARTED FIRST PO 08/01/05	ORT OF LOADING	FIRST POR		ADING
	<u>ISHIP VOYAGE</u> IAMBURG 13E3	10	ETD SECOND POP	T OF LOADING	SECOND PORT	OF LOA	DING
08/14/0	TINATION 5	•	ABRIVED DESTINA LOS ANGELES		DEBIT NOTE# KPD 4719		
PO# 1547	STYLE#	COLOR	SIZE	CARTONSPPK	DOZSHPD L	DP/DZ	EXTENTION
1548	1123 241 <sup>-</sup>	LT DENIM	3-13 3-13		00 207\$1		\$22,066,20 \$8,634.60
	Style 1	123	S.P. 14.5 S.P. 14.5	288 CTN: 50 C 44% 38	288 A 0st 8.88	OZ •	\$30,700.80

DOCUMENT FOLLOW UP			
INVOICEVISA 335PACKING LISTVISABL/AWBLVISACERTIFICATE OF ORIGIN	SHIPPING MEMO INSPECTION REPORT INSPECTION CERTIFICATE SINGLE COUNTRY DECL	DEBIT NOTE VISA AWBL DATE SENT SENT TO	VIA

( aceive	d from: M	Oliuma Oliuma	(	(:	(	<u>.</u> .	<u>(                                    </u>	<u></u>	4	<u> </u>	<u> </u>	<u> </u>
afe en	of themes Of	201000				P						

re and time: 8/30/2005 7:28:20 PM

Purchase Order

Tans Control No 101262185 'O Type Blanket Order O Date 08/30/2005 'endor No 0066423

**Tomotion Code West Contact** 

**OB Descr** COMPTON CA

pecial Order Type

erms Basis DateType Delivery Date

erms Disc Days Due

hip/Deliver Not

09/26/2005

romotion Start

outing Code

USE READY TO SHIP WEB

struction Type **Uyer Name** hip to Store Name hip to Store Address hip to Store State ams Net Days

ervyn PO Type

POST-DISTRO

Trans Type PO Number

Original 0962-9235052

Department No

962

**Vendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Origin Sale Req Type No Back Order Terms Type Basic

Terms Disc Percent .

Terms Descr N30ROG+1%RTV+1%WH Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0911 Ship to Code 0911

Ship to Store City Ship to Store Zipcode

Release No

	<u>L.</u>	Pric	e Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Stor No 1	Ston No 1 Qty
	Each		Price per Each	962881038		842629005833	3 32	Í	VELUR W CRCH PANT 9/30 BLUE S	BLUE	SMALL	12			0911	156
324	Each	9.6	Wholesale Price per Each	962881039	4081	842629005840	32	1	VELUR W CRCH PANT 9/30	BLUE	Medium	12	1	C12610	0911	324
24	Each	9.6	Wholesale Price per Each	962881040	4081	842629005857	32	1	BLUE M VELUR W CRCH PANT 9/30	BLUE	Large	12	•	C12610	0911	324
58	ach		Wholesale Price per Each		4081	842629005864	32	1	BLUE L	BLUE	(Large	2 1		212810	911	168

nber of Line Items 4 al Extended Line 9,331.20

**Total Order Qt** 

972.0

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page t	reak)							

Case 2:06-cv-13358-RMB-FM Document 68-3 Filed 06/23/2008 Page 25 of 71

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-			\$2.00mm	1	<b>4</b>	·	- 17 7 T (A)	******		To a valid.	* · · · ·	1. 44-4-41		parter of a
6C61/	ed from: M	ervyns		•			-						•	

ate and time: 9/17/2005 3:28:16 AM

romotion Code

**West Contact** 

Purchase Order

GREAT WHITE BEAR LLC

0986

rans Control No 101276714 Trans Type Origina! **O** Type **Delivery Order** PO Number 0962-9235052 O Date 08/30/2005 Department No 962 endor No 0066423 Vendor Name

**Guest Name** 

**FOB Point** Origin **OB** Descr COMPTON CA Sale Req Type Ne Back Order pecial Order Type Terms Type Basic

erms Basis DateType Delivery Date Terms Disc Percent erms Disc Days Due

Terms Descr N30ROG+1%RTV+1%WH hip/Deliver Not efore 09/25/2005

Ship/Deliver Not After 09/30/2005

romotion Start Routing Code Type Assign by Buyer **Outing Code** USE READY TO SHIP WEB **Transport Type** 

estruction Type instruction uyer Name **Buyer Store No** hip to Store Name

Ship to Code 0986 hip to Store Address Ship to Store City hip to Store State Ship to Store Zipcode

ams Net Days Release No 0001 ervyn PO Type POST-DISTRO

	Unit		Unit Price	. Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	inner Unner	Ticket/Hanger Code	Store No 1	Ston No 1 Qty
24	Each	9.6	Wholesaje Price per Each	962881039	4081	842629005840	32		VELUR W CRCH PANT 9/30 BLUE M	BLUE	Medium	12	Pack 1		0986	
	Each		Wholesale Price per Each	962881040	4081	842629005857	32	1	VELUR W CRCH PANT 9/30 BLUE L	BLUE	Large	12	1	C12610	0986	36
12	Each		Wholesale Price per Each	962881041	4081	842629005864	32	1	VELUR W CRCH PANT 9/30 BLUE	BLUE	XLarge .	12	1	C12610	0986	12

imber of Line Items 3 tal Extended Line 691.20

Total Order Qt

72.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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егуп РО Туре

POST-DISTRO

0001

leceived from: Men	yns	Purchase Order	
irans Control No 'O Type 'O Date 'endor No 'romotion Code Juest Contact 'OB Descr ipecial Order Type erms Basis DateType erms Disc Days Due hip/Deliver Not	101276714 Delivery Order 08/30/2005 0066423  COMPTON CA Delivery Date	Trans Type PO Number Department No Vendor Name Guest Name FOB Point Sale Req Type Terms Type Terms Disc Percent Terms Descr Ship/Deliver Not After	Original 0962-9235052 962 GREAT WHITE BEAR LLC Origin No Back Order Basic N30ROG+1%RTV+1%WH 09/30/2005
romotion Start couting Code istruction Type uyer Name hip to Store Name hip to Store Address hip to Store State srms Net Days	USE READY TO SHIP WEB	Routing Code Type Transport Type Instruction Buyer Store No Ship to Code Ship to Store City Ship to Store Zipcode	Assign by Buyer 0993 0993

	Unit	Price	Basia Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	M	No of Pack	biner	9.	Store No 1	Store No 1 Qty
24	Each		Price per Each	962881039		842629005840	32		VELUR W CRCH PANT 9/30 BLUE M	BLUE	Medium	12	Pack 1		0993	
	Each		Price per Each	962881040		842629005857 ·	32	1	VELUR W CRCH PANT 9/30 BLUE L	BLUE	Large	12	1	C12610	0993	24
12	Each		Wholesale Price per Each	962881041	4081	842629005864	32	9	VELUR W CRCH PANT 2/30 BLUE (L	BLUE	XLarge	12	1	C12610	0993	12

: 3 576.00	Total Order Qt	60.0	
This data set was generat	ed by Ditrans(TM) of Dicentral	Corporation	<u>.                                    </u>
	·		
	576.00	576.00 Total Order Qt	Total Order Os on a

scerved from: Mervyns ate and time: 9/17/2005 3:28:16 AM **Purchase Order** 

rans Control No 101276714 О Туре. O Date

· · Delivery Order 08/30/2005 0066423

endor No remotion Code

**uest Contact** 

**Descr** COMPTON CA pecial Order Type

mms Basis DateType Delivery Date

жив Disc Days Due

hp/Deliver Not ore:

09/26/2005

omotion Start

**xuting Code** 

USE READY TO SHIP WEB

struction Type Jyer Name rip to Store Name tip to Store Address Ilp to Store State ms Net Days

PO Type מעיזוי

POST-DISTRO

Trans Type

Original 0962-9235052

PO Number Department No

Vendor Name

GREAT WHITE BEAR LLC **Guest Name** 

982

FOB Point

Origin Sale Reg Type Terms Type

No Back Order Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer

. Transport Type Instruction

**Buyer Store No** Ship to Code

0996 0996

Ship to Store City Ship to Store Zipcode

Release No

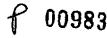
0001

	Ship	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color	Size	No of Pack	No of Inner	Ticket/Hange Code	Store No 1	No 1
72	Each	9.6	Wholesale Price per Each	962881038	4081	842629005833	32	1	VÉLUR W CRCH PANT 9/30	BLUE	SMALL	H 1	Pack 1	C12610	0996	72
32	Each		Wholesale Price per Each	962881039	4081	842629005840	32	1	BLUES VELUR W CRCH PANT	BLUE	Medium	12	1	C12610	0996	132
20	ach	- 1	Wholesale Price per Each	962881040	4081	842629005857	32	1	CRCH PANT	BLUE	Large	12		C12610	0996	120
	ach	Ji.	Mholesale 9 Price per Each	62881041	4081	142829005864	32		BLUE L VELUR E N CRCH PANT V30 ELUE	SLUE D	(Large	2 1	C	12610	996	72

ber of Line Items 4 Extended Line 3,801,60

Total Order Qt

396.0





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coived from: Mervyns

ite and time: 9/17/2005 3:28:16 AM

**Purchase Order** 

ans Control No .101276714 ).Type Delivery Order ) Date 08/30/2005 **under No** 0066423

**Omotion Code** Jest Contact

)B Descr COMPTON CA

recial Order Type

rms Basis DateType Delivery Date

rms Disc Days Due

ilp/Deliver Not fore

09/26/2005

omotion Start

ruting Code

USE READY TO SHIP WEB

struction Type ryer Name ilp to Store Name ip to Store Address ip to Store State rms Net Days

куул РО Туре

POST-DISTRO

Trans Type **PO Number** 

Original 0962-9235052

Department No

962

**Vendor Name** 

**Guest Name** 

Origin

**FOB Point** Sale Req Type

No Back Order

**Terms Type** 

**Basic** 

Terms Disc Percent ) Terms Descr

N30ROG+1%RTV+1%WH

GREAT WHITE BEAR LLC

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 

0997 0997

Ship to Code Ship to Store City

Ship to Store Zipcode

Release No

0001

	Unit	Unit Price	No	Vendor Style No	UPC Gode	Retai Price	Mult Price Qty	Product Descr	Color Descr		No of Pack	No of Inner	Ticket/Hanger Code	Store No 1	Store No 1 Qty
84	Each	Wholesale Price per Each	962881038	4081	842629005833	32		VELUR W CRCH PANT 9/30 BLUE S	BLUE	SMALL	12	Pack 1	C12610	0997	84
	Each	Wholesale Price per Each	962881039	4081	842629005840	32	1			Medium	12	1	C12610	0997	144
	Each	Price per Each	962881040	•	842629005857	32	1		BLUE	Large	12	1	C12610	0997	144
72	Each	Wholesale Price per Each	992881041	4081	842629005864	32	1	VELUR W CRCH PANT W30 BLUE KL	BLUE	XLarge	12		C12610	0997	72

mber of Line Items 4 al Extended Line 4,262.40

**Total Order Qt** 

444.0

00985

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	005 7:28:2	A PM	<u> </u>	· · · · · · · · · · · · · · · · · · ·	rurci	1ase	Order`							
ans Control No D Type D Date Indor No Cornotion Code Sest Contact DB Descr Decial Order Type Home Basis Date Type	101244226 Blanket C 08/08/200 0066423 COMPTO	rder 15 N CA				PO I Depi Veni Gue: FOB Sale	is Type Number - ariment No dor Name st Name Point Req Type IS Type		Origina 0962-8 962 GREA Origin No Bac Basic	133081 F WHIT	TE BEA	VR LLC		
rime Disc Days Due lip/Deliver Not store omotion Start	08/25/200					Term	is Disc Perc is Descr Deliver Not	1	N30RO 08/30/2	G+1%i 005	RTV+1	%WH!		
outing Code struction Type ryer Name sip to Store Name sip to Store Address sip to Store State Tims Net Days	USE REAL		PWEB			Trans Instru Buyer Ship ( Ship (	ing Code Type sport Type sclion r Store No so Code so Store City so Store Zipo se No	0	Assign ( 1911 1911	by Buy	er •			
Qty Ship Unit Unit Unit Price U		Catalog No	Vendor Style No	,	Retall Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Han Code	iger Ston	Stor No Oty
	holesale 90 ica per ich	52881114 	241	842629000173	40	1	LT WSH DENIM WIRHNSTN 7/30	LIGHT	1	ī .		C12610	0911	2484
mber of Line Items 1 al Extended Line 3	8,018.00				1	iotal C	rder Qt	241	84.0					<u>.</u>
				ated by DItro	<u></u>		<del></del>	····		······································				

Received from: Men Date and time: 8/10	7/ns /2005 10:08:43 AM	Purchase Order		
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact	101245647 Delivery Order 08/08/2005 0086423	Trans Type PO Number Department No Vendor Name Guest Name	Original 0962-9330812 962 GREAT WHITE BEAR LLC	•
FOB Descr Special Order Type	COMPTON CA	FOB Point Sale Raq Type	Origin No Back Order	
l'erms Basis DateType l'erms Disc Days Due	Delivery Date	Terms Type Terms Disc Percent	Basic	
ihip/Deliver Not Jefore Fromotion Start	08/25/2005	Terms Deser Ship/Deliver Not After	N30ROG+1%RTV+1%WH 08/30/2005	
touting Code astruction Type Juyer Name	USE READY TO SHIP WEB	Routing Code Type Transport Type Instruction	Assign by Buyer	
ihip to Store Name ihip to Store Address ihip to Store Store		Buyer Store No Ship to Code Ship to Store City	0986 0986	

A Qty Ship Unit Basis Buyer Catalog No 564 Each 14.5 Wholesale 962881114	Vendor Style No		Retail Price	Price Qty	Descr	Color Descr	]	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
Price per Each		842629000173	40			LIGHT DENIM		1	12	C12610	0986	584

Imber of Line Items 1

erms Net Days

lervyn PO Type

POST-DISTRO

tal Extended Line 8,178.00

Total Order Qt

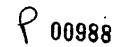
Ship to Store Zipcode

Release No

564.0

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This data set was generated by Ditrans(TM) of Dicentral Corporation



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Received from: Mervyns

Date and fime: 8/10/2005 10:08:43 AM

**Purchase Order** 

Trans Control No 101245647 PO Type Delivery Order PO Date 08/08/2005 Vendor No 0066423

**Promotion Code Guest Contact** 

FOB Deser **COMPTON CA** 

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not 08/25/2005 3e fore

<sup>3</sup>romotion Start

Routing Code

USE READY TO SHIP WEB

nstruction Type Buyer Name 3hlp to Store Name Ship to Store Address ihip to Store State erms Net Days

fervyn PO Type POST-DISTRO Trans Type PO Number

**Original** 0962-9330812

Department No

· Vendor Name

GREAT WHITE BEAR LLC

**Guest Name FOB Point** 

Origin

Sale Req Type No Back Order

Terms Type Basic

**Terms Disc Percent** 

Terms Descr

.N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

Assign by Buyer

**Routing Code Type** 

Transport Type

Instruction Buyer Store No

0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode Release No

0001

n Qty Ship Unit Basis Buyer Catalog No  288 Each 14.5 Wholesale 962881114	Vendor Style No		Retail Price	Price Qty	Descr	Color Descr	0 1	of i	No of inner Pack	ii i	Store No 1	Store No 1 Qty
Price per Each		842629000173	40			LIGHT DENIM		1	12	C12610	0993	288

umber of Line Items 1 otal Extended Line

4,176,00

**Total Order Qt** 

288.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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Date and time: 8/10/2005 10:08:43 AM	Pı	ırchase Order							
*****									
Trans Control No 101245647							•		
PO Type Delivery Order		Trans Type		Ori	gina!				
ORMANACE -		PO Number			12-933() 14 (2)				
Yender No Oceans		Department N	e	962		<i>I</i> 812			•
rromotion Code		Vendor Name	•						
Guest Contact		Guest Name		ON	:AI W	HITE B	BEAR LLC		
FOB Descr COMPTON CA		FOB Point		<b></b>					
Proced Order Type		Sale Req Type		Orig					
ferms Basis DateType Culture		Terms Type			Back ()	der			
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hio/Deliver start		Terms Descr	rcent	•					•
elore				N3OF	iOG+1	%RTV	+1%WH		
romotion Start	•	Ship/Deliver No	t After	08/30	/2005				
outing Code USE READY TO SHIP W		Routing Code 1	<b>.</b>		_				
	E8	Transport Type	уре.	Assig	n by Bi	uyer			
uyer Name		Instruction							
ip to Store Name		Buyer Store No							
ilip to Store Address		Ship to Code		0996					
up to Store State		Ship to Store Cit	L.	0996					
rms Net Days		Ship to Store Zip	y.			,			
TVyn PO Type POST-DISTRO	·	Release No							
			(	0001					
Qty Ship Unit Basis Buyer Vend Unit Price Unit Price Catalog Strice	or UPC Code Reta		·						
Catalog Style		Mult Product	Color	Size	No	,			
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708 Each 14.5 Wholesale 962881114 241					Pack	Inner	li	No 1	NG G
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		1 11/00				#			
ber of Line Items 1	_								<u> </u>
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Extended Line 10,268.00		Total Order Qt	70	8.0					
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of 2
7-4
Page

Form 850 Purchase Order' in HTML View

Great White Bear LLC

Dicentral Corporation

Received from: Mervyns (Target) Date and time: 9/30/2005 9:08:15 PM

GREAT WHITE BEAR LLC N30ROG+1.%RTV+1%WH 2982-879745D Na Back Order **Terms** Disc Percent Bepartinent-No. Sale Rett Type Vendal-Nario Ferras Bescr PO Number Ferrors Pype Trans Type Seest Marre FOB Potest

COMPTON CA

ferms Basis DateType Delivery Date

Special Order Type

erms Disc Days Due

Shipubeliver Not Beliere

Prointedion Start

nettentian Type

Routhny. Code

10/25/2005

**Manket Order** 

99/30/2005

3666423

Prometton Gode

Vendor No

Suest Contact

FGB-Descr

01290885

Frams Control No

PO Type P(Q) Elate Routing Géde Type Fanapiort Type Stayer Steam No White to Codle nstraction

USE READY TO SHIP WEB

Ship/Beliver Not After 10/28/2005

Ship to Zipcode Ship To City Retease No

POST-DISTRO

**Barryn PO Type** 

Herma Net Days

Hip To Address

Ship To State

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Buyer Wanie

1068 1088 8 28 PNK CROP JKT W RHINSTN PNK CROP JKT W RHINSTN PNK CROP JKT W RHINSTN Buyer Catalog Wholesale Price per Each Wholesale Price per Each Wholesele Price per Each Ship Unit Besis Unit Pries Unit Price 10.8 10.8 Each Esch 1088 ਰੈ 828 828

http://secure2.dicentral.com/view.asp?id=457673&tbl=in\_3\_2005&io=l&view=H&qwn\_custid=1060

10/3/2005

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	XX.	Ž.	PIRK	¥.	ž.
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	209	90g	606-3	306-3	606.3
	4 928 Cachi 10.8 Whithersite 962080531	Whenhaskid 962880036 Price per Eech	Wholesate 962690037 Price per Each	Wirelesafe (962860636 Price per Each	
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2/10/2005

Page 1 of 2

**Weigh** 

Form 850 Purchase Order in HTML Way

Great White Bear LLC

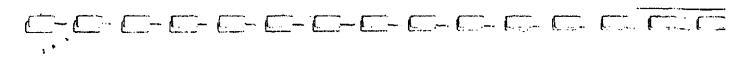
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Trans Control No	101298215	1	• • • • • • • • • • • • • • • • • • • •	
P.O. Type	Delivery Order	Mains type	Original	
Po wate	OBCACOOK	P. O. Number	0962-8797450	
Wentdor No	0066423	Department No	. 962	
Premoties Code		Vendor Name	GREAT WHITE BEAR LLC	
Guest Contact		Guest Name		•
FOB Bessy	COMPTON OF	FOB Paint	Origin	
Special Order Type		Sale Req Type	No Back Order	
Terms Basis DateTyne Delivery Date	Delivery Date	Terms Type	Bastic	-
Terms Disc Dave Due		Terms Disc Percent	•	
Skip/Deliver Not	1025/2006	Terms Descr	N3OROG+1%RTV+1%WiH	
- Eranication Stant	•	Shall was wot After 10/28/2005	10/28/2006	
Rauting-Code	USE READY TO SUB-BANK	Routing Code Pype	Assaign by Buyer	
Instruction Type		Transport Pype		
Buyer Name		Instruction		
Ship To Mame		Budyer Stene No	. 0986	
Ship To Address		Ship-to Gode		
Strip To State		Ship Te-City		
Permis Bet Days		Ship to Zipcode		
	POST-DISTRO	Refease No	0001	

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Size	_	PINK SMALL 12		Medium 12		Large 12	
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Retail Muit Product Color Price Price Descr Descri		PNK CROP JKT W RHINSTIN	2	PNK CROP JKT W RHNSTN	2	PNK CROP JKT W RHINSTN	
Price Offy		-		-	٦		۱
Retail		8		<del></del>		8	i
UPC Code	842620000-200			842628004713  36		842629004720 38	
Vendor Style No	$\neg \Gamma$	····	Ţ		Tſ		
Buyer Catalog No	lessile (382880028) sne	·	September 2	R77000700	000000000	2070a201 208	
Basis Unit Price	Wholesale	Factor	Minologista	Price per Each	1	L D	
No CAN STATE UNIK BY WATER UNI	8.05		120 Each 10.8		800	Price Each	
を記さ	Each 10.8						<u> </u>
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This data set was generated by DItrans(TM) of DIcentral Corporation

#### Received from: Mervyns **Purchase Order** Date and time: 7/6/2005 8:08:06 PM Trans Control No 101216439 Trans Typě Original PQ Type Blanket Order PO Number 0962-0087398 PO Date 07/06/2005 Department No 962 **Vendor No** 0066423 **Vendor Name GREAT WHITE BEAR LLC Promotion Code Guest Name Guest Contact** FOB Point . Origin **FOB Descr** MIAMI FL Sale Req Type No Back Order Special Order Type Terms Type Basic Terms Basis DateType Delivery Date Terms Disc Percent Terms Disc Days Due Terms Descr N30ROG+1%RTV+1%WH Ship/Deliver Not 07/25/2005 Ship/Deliver Not After 07/29/2005 Before **Promotion Start** Routing Code Type Assign by Buyer **Routing Code** · USE READY TO SHIP WEB Transport Type **Instruction Type** Instruction **Buyer Name Buyer Store No** 0911 Ship to Store Name Ship to Code 0911 Ship to Store Address Ship to Store City Ship to Store State Ship to Store Zipcode **Terms Net Days** Release No Mervyn PO Type POST-DISTRO

No		Unit	 Unit Price	Catalog No	No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack		Store No 1	Store No 1 Qty
	3000	Each	Wholesale Price per Each	962881117	182	842629000111	34		BLK BNGALINE PANT 7/30 3-13			1	12	C12610	0911	3000

Number of Line Items 1 Total Extended Line 32,250.00 Am

**Total Order Qt** 

3000.0

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Case 2:06-cv-13358-RMB-FM Document 68-3 Filed 06/23/2008



Received from: Mervyns Date and time: 7/12/2006 3:28:04 AM

### **Purchase Order**

Trans Control No 101220422 PO Type **Delivery Order** PO Date 07/06/2005 **Vendor No** 0066423

**Promotion Code** 

**Guest Contact FOB Descr** MIAM! PL

Special Order Type Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

07/25/2005

Promotion Start

Routing Code

USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO Trans Type

Original PO Number 0962-0087398

Department No

Vendor Name **Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order Basic

**Terms Type** 

**Terms Disc Percent** Terms Descr

N30ROG+1%RTV+1%WH

Assign by Buyer

982

**GREAT WHITE BEAR LLC** 

Page 41 of 71

Ship/Deliver Not After 07/29/2005

**Routing Code Type** 

Transport Type Instruction

**Buyer Store No** 0986 Ship to Code 0986

Ship to Store City Ship to Store Zipcode

Release No 0001

No	Unit		Unit Price	Buyer Catalog No 962881117	Vendor Style No		Proce	Mult Price Qty	Product Descr	Color Descr	of	No of inner Pack	Code	Store No 1	Store No 1 Qty
		i i	Price per Each	502001117	182	842629000111	34		BLK BNGALINE PANT 7/30 3-13		1	12	C12610	0986	840

Number of Line Items 1

Total Extended Line 9,030,00

Am

Total Order Qt

840.0

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Received from: Mervyns

Date and time: 7/12/2005 3:28:04 AM

### Purchase Order

Trans Control No 101220422 PO Type · **Delivery Order PO Date** 07/06/2005 **Vendor No** 0066423

**Promotion Code Guest Contact** 

**FOB Descr** MIAM! FL

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Hot Before

**Promotion Start** 

Routing Code USE READY TO SHIP WEB

07/25/2005

instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Mervyn PO Type POST-DISTRO

**Trans Type** Original PO Number 0962-0087398 Department No

**Vendor Name** 

**Guest Name** 

**GREAT WHITE BEAR LLC** 

**FOB Point** 

Origin

Sale Req Type No Back Order Terms Type Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 07/29/2005

Routing Code Type

Transport Type

Instruction Buyer Store No

0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode

Release No 0001

		Unit	Price	Unit Price	Catalog No	No		Retail Price	Mult Price Qty	Product Descr	Color Descr	li I	Of Pack	No of Inner Pack	F	Store No 1	Store No 1 Qty
40	B	Each	i I	Wholesale Price per Each	962881117	182	842629000111	34		BLK BNGALINE PANT 7/30 3-13			1	12	C12610	0993	408

Number of Line Items 1

Total Extended Line 4,386.00

Am

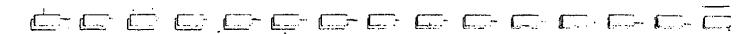
**Total Order Qt** 408.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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Received from: Mervy Date and time: 7/12/2	2005 3:28:04 AM	VI	Pt	ırcha	se O	rder					···		
Trans Control No	101220422 .				Trans	Type	Ωr	iginal				-	
PO Type	<b>Delivery Order</b>				PO Nu			62-00	873 <b>0</b> 8				
PO Date	07/06/2005					tment No	96		V: VVO				
Vendor No	0066423	•	•		-	r Name		TEAT	WHET	F REAL	HC		
Promotion Gode						Name -	٠.	,	*** .	- 524	7 LACO		
Guest Contact	•				FOB P		O	igin					
FOB Descr	MIANII FL		•		Sale R	eq Type		Back	Order				
Special Order Type					Terms			sic			•		
T <b>erms</b> Basis DateType	Delivery Date					Disc Perce	nt						
Terms Disc Days Due					Terms	Descr	, N2	OROG	3+1%F	TV+19	6WH		
Ship/Deliver Not Before	07/25/2005				Ship/D	leliver Not A	fier 07	/29/20	05				•
Promotion Start					Routin	g Code Typ	e As	sign b	v Buve	ır.			
Routing Code	USE READY TO	D SHIP WEB				ort Type			,,-	•		•	
nstruction Type	•				Instruc	tion							
Buyer Name					Buyer	Store No	09	96					
Ship to Store Name					Ship to	Code	09	96					
Ship to Store Address		•			Ship to	Store City							
Ship to Store State					Ship to	Store Zipc	ode				•		
Ferma Net Days					Releas	e No	00	<b>D1</b>					
Wervyn PO Type	POST-DISTRO		•										
		•											
Ln Qty Ship Unit		yer Vendor	UPC Code	Retail	Mult	Product	Color	Size	No	No	Ticket/Hanger	Store	Sto
No Unit Price I		alog Style		Price	Price	Descr	Descr		of.	of	Code	No 1	No
				1	Qty		H	11	Pack	Inner Pack			Qt
1080 Each 10.75	Wholesala 96288	81117 182	842629000111	34	1	BLK	BLACK		1	12	C12610	0996	108
	Price per		<u> </u>			BNGALINE		1			0.20,0	0000	'00'
11 H II H	Each	·				PANT 7/30 3-13		A I	I	1 1	]		1

Number of Line Items Total Extended Line Am	1 11,610.00	Total Order Qt	1080.0	·
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Received from: Mervyns

Jate and time: 7/12/2005 3:28:04 AM

### **Purchase Order**

 Trans Control No
 101220422

 PO Type
 Délivery Order

 PO Date
 07/06/2005

 Vendor No
 0066423

**Promotion Code** 

**Guest Contact** 

FOB Descr MIAMI FL

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

07/25/2005

Promotion Start

Routing Code

USE READY TO SHIP WEB

Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Merryn PO Type

POST-DISTRO

Trans Type

Original

PO Number (

0962-0087398

Department No 9

Vendor Name

GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point

Origin

Sale Reg Type

No Back Order

Terms Type Basic

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/29/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No

0997 0997

Ship to Code Ship to Store City Ship to Store Zipcode

Release No.

0001

No			Unit		Unit Price	Catalog No	Vendor Style No		Retail Price			Color Descr	<u> </u>	of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	E	/2	Each	] [	Wholesale Price per Each	962881117	182	842629000111	34	١.	BLK BNGALINE PANT 7/30 3-13			1	12	C12610	0997	672

Number of Line Items 1

Total Extended Line 7,224.00

Am

Total Order Qt

672.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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**Seceived from: Mervyns** 

Date and time: 7/6/2005 8:08:03 PM

### **Purchase Order**

Trans Control No 101216441 РО Туре Blanket Order PÓ Date 07/06/2005 **Vendor No** 0066423

Promotion Code . **Buest Contact** 

FOB Descr AZUSA CA

Special Order Type

Ferms Basia DateType Delivery Date

Ferms Disc Days Due

Ship/Deliver Not **Before** 

07/25/2005

promotion-Start

**Routing Code** USE READY TO SHIP WEB

natruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Ferms Net Days** 

Mervyn PO Type

POST-DISTRO

Trans Type

**Original** PO Number . 0962-0447642-962

Department No

**Vendor Name** 

GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin

Sale Req Type No Back Order **Terms Type** Basic

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 07/29/2005

**Routing Code Type** 

Transport Type

Instruction

**Buyer Store No** 0911 Ship to Code 0911

Ship to Store City Ship to Store Zipcode

Release No

Ln Cty Ship Unit Basis No Unit Price Unit Price	• Catalog No	No No	Qty	Product Descr	Color Size Descr	of Pack	No of Inner Pack		Store No 1	Store No 1 Qty
1 2400 Each 9 Wholesa Price per Each	962881095 1	872182008651		PUCKER LACE TOP 6/15 WHITE XS-L	WHITE	1	12	C12810	0911	2400

Jumber of Line Items 1 'otal Extended Line 21,600.00 **Um** 

Total Order Ot

2400.0

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Received from: Merryns

Jate and time: 7/12/2005 3:28:12 AM

### **Purchase Order**

Trans Control No

101220432

PO Type

**Delivery Order** 07/08/2005

**PO Date** 

**Vendor No** 

0066423

**Promotion Code** 

**Guest Contact** 

AZUSA CA **FOB Descr** 

Special Order Type

Terms Basis DateType Delivery Date Terms Disc Days Due

Ship/Deliver Not

07/25/2005

Before

**Promotion Start** 

**Routing Code** 

USE READY TO SHIP WEB

**Instruction Type Buyer Name** Ship to Store Name

Ship to Store Address Ship to Store State Terms Net Days

Mervyn PO Type

**POST-DISTRO** 

Trans Type

Original

PO Number

0962-0447642

Department No

962

**Vendor Name GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** 

Origin

Sale Req Type No Back Order

Теппа Туре

Basic

**Terms Disc Percent** Tenns Descr

N30ROG+1%RTV+1%VH.

Ship/Deliver Not After 07/29/2005

**Routing Code Type** 

Assign by Buyer

Transport Type

instruction

0986

**Buyer Store No** Ship to Code

0986

Ship to Store City Ship to Store Zipcode

Release No

0001

LS No	Oty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor S <b>tyle</b> No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Desor	1	No of Pack	of	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	480	Each	I	Wholesale Price per Each	962881095	115	672182008651	28		PUCKER LACE TOP 8/15 WHITE XS-L	WHITE		1	12	C12610	0986	480

Number of Line Items 1

**Total Extended Line** 4,320.00

Am

**Total Order Qt** 

480.0

This data set was generated by DItrans(TM) of DIcentral Corpo	ration
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Received from: Mervy Date and time: 7/12/2	rns 2005 3:28:12 AM	Purchase Order	
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact	101220432 - Delivery Order 07/08/2005 0066423	Trans Type PO Number Department No Vendor Name Guest Name	Original 0962-0447642 962 GREAT WHITE BEAR LLC
FOB Descr Special Order Type Terms Basis DateType Terms Disc Days Due	AZUSA CA . Delivery Date	FOB Point Sale Req Type Terms Type Terms Disc Percent	Origin No Back Order Basic
Ship/Deliver Not Before Promotion Start	07/25/2006	Terms Descr Ship/Deliver Not After Routing Code Type	N30ROG+1%RTV+1%WH 07/29/2005 Assign by Buyer
Routing Code Instruction Type Buyer Name	USE READY TO SHIP WEB	Transport Type Instruction	,
Ship to Store Name Ship to Store Address Ship to Store State		Buyer Store No Ship to Code Ship to Store City Ship to Store Zipcode	0993 0993
Ferms Net Days Hervyn PO Type	POST-DISTRO	Release No	0001

No		Unit	Unit Price	Cátalog No	Vendor Style No		Retail Price	Mult Price Qty	Product Descr	Color Descr	}	of !	No of inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qly
	312	Each	Wholesale Price per Each	962881095	115	872182008681	28		PUCKER LACE TOP 6/15 WHITE X8-L	WHITE		1	12	C12610	0993	312

Number of Line Items 1 Total Extended Line 2,808.00 Am

Total Order Qt

312.0

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	80.10	Din will (114) () Dicentru	Corporation

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Received from: Mervyns

Date and time: 7/12/2005 3:28:12 AM

### Purchase Order

Trans Control No 101220432 РО Туре **Delivery Order PO Date** 07/06/2005 **Vendor No** 0066423

**Promotion Code** 

**Guest Contact** 

FOB Descr AZUSA CA Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before 07/25/2005

**Promotion Start** 

Routing Code USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO

Trans Type Original PO Number 0982-0447642

Department No 962

Vendor Name **GREAT WHITE BEAR LLC** 

**Guest Name** 

FOB Point Origin Sale Reg Type No Back Order

Terms Type **Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH --

Basic

Ship/Deliver Not After 07/29/2005

Routing Code Type Assign by Buyer

**Transport Type** Instruction

**Buyer Store No** 0996 Ship to Code 0996.

Ship to Store City Ship to Store Zipcode

Release No 0001

52		Uni		Unit Price	Catalog No	Vendor Style No		11 :100	Mult Price Qty	Product Descr	Golor Descr	]	OT Pack	Of	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	864	Eac	9	Wholesale Price per Each	962881095	115	872182008651	28		PUCKER LACE TOP 8/15 WHITE XS-L	WHITE		1	12	C12610	0996	864

Number of Line Items 1

Total Extended Line

Total Order Qt

864.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

teceived from: Mervyns Jate and time: 7/12/2005 3:28:12 AM

**Purchase Order** 

**Trans** Control No

101220432

PO Type **PO Date** 

**Delivery Order** 07/06/2005

**Vendor** No

0068423

**Promotion Code Guest Contact** 

**FOB Descr** 

AZUSA CA

**Special Order Type** 

Terms Basis DateType Delivery Date Terms Disc Days Due

Ship/Deliver Not

07/25/2005

Before

**Promotion Start** 

**Routing Code** 

USE READY TO SHIP WEB

instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State

**Ferms Net Days** 

**Vervyn PO Type** 

POST-DISTRO

Trans Type

Original -

PO Number

0962-0447642

Department No

962 **Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** 

Origin No Back Order

Assign by Buyer

Sale Reg Type **Тегиз Туре** 

Basic.

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/29/2005

**Routing Code Type** 

Transport Type

instruction

0997

Buyer Store No Ship to Code

0997

Ship to Store City Ship to Store Zipcode

Release No

0001

	Unit	Price	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	of Pack	of		Store No 1	Store No 1 Qty
1 744	Each		Wholesale Price per Each	962881095	115	872182008651	28		PUCKER LACE TOP 6/15 WHITE XS-L	WHITE	1	12	C12610	0997	744

Number of Line Items 11

**fotal Extended Line** 6,696.00

٩m

**Total Order Qt** 

744.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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				<u> </u>	<u> </u>								[
teceived from	: Mervyns 8/1/2005 7:	27:30 PM			Pu	rchase	Order	,					
Frans Control N PO Type		39012 ket Order					s Type Yumber		original 962-04521	44			
PO Date Fendor No	08/0° 0066	1/2005 423		•		•	artment No for Name	9	62 REAT WH	•	110		
Promotion Code Suest Confact		•				Gue	st Name			IFE BEAK	шс		•
FOB Descr	AZU	SA CA				· ·	Point Reg Type		rigin o Back Ord	ler			

Special Order Type

Forms Basis DateType Delivery Date

Forms Disc Days Due

Ship/Deliver Not D8/08/2005

Before

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Ferms Net Days

Mervyn PO Type POST-DISTRO

Ship/Deliver Not After 08/12/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911

Basic

N30ROG+1%RTV+1%WH

Ship to Store City Ship to Store Zipcode Release No

Terms Type

**Terms Descr** 

**Terms Disc Percent** 

Lin Ot No	U	hift	Price	Unit Price	Catalog No	No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	of Pack	No of Inner Pack		Store No 1	Store No 1 Qty
1 420	OE	ach		Wholesale Price per Each	962881154	122	872182008996	40		RHNSTN DENM 7/30 JEAN	DENIM	1	12	C12610	0911	4200

Number of Line Items 1 Fotal Extended Line 60,900.00

page break)

**Total Order Qt** 

4200.0

This data set was generated by DItrans(TM) of DIcentral Corporation

Case 2:06-cv-13358-RMB-FM Document 68-3 Filed 06/23/2008 Page 51 of 71

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(	<u>.                                    </u>	<u> </u>	£	<u> </u>	L	Ł	turni -	<u> </u>	<u></u>	<u></u>	<u> </u>	مانت	نتستنا		

Received from: Mervyns

Date and time: 8/4/2005 3:27:46 AM

## **Purchase Order**

Trans Control No 101241300 PO Type **Delivery Order** PO Date 08/01/2005 **Vendor No** 0066423

**Promotion Code Guest Contact** 

FOB Descr AZUSA CA

Special Order Type

Terms Basis DateType Delivery Date

**Terms Disc Days Due** 

Ship/Deliver Not **Before** 

08/08/2005

<sup>∍</sup>romotion Start

**Routing Code** USE READY TO SHIP WEB

nstruction Type Buyer Name Ship to Store Name 3hip to Store Address 3hip to Store State Ferms Net Days

Wervyn PO Type **POST-DISTRO**  Trans Type PO Number

Original 0962-0452144

Department No

962 **GREAT WHITE BEAR LLC** 

**Vendor Name Guest Name** 

**FOB Point** 

Origin

No Back Order Sale Req Type Terms Type Basic

Terms Disc Percent

**Terms Descr** N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/12/2005

Routing Code Type

Transport Type

Assign by Buyer

instruction

**Buyer Store No** 0986 Ship to Code

0986

Ship to Store City

Ship to Store Zipcode

Release No 0001

Ln Cty Ship Unit Basis No Unit Price Unit Price	Catalog No	No		Frice	Mult Price Qty	Product Descr	Color Descr	II	of Pack	No of Inner Pack		Store No 1	Store No 1 Oty
1 960 Each 14.5 Wholesale Price per Each	962881154	122	872182008996	40		RHNSTN DENM 7/30 JEAN	DENIM		1	12	C12610	0988	960

lumber of Line Items 1

otal Extended Line 13,920.00

**Total Order Qt** 960.0

This data set was generated by DItrans(TM) of DIcentral Corporation

Received from: Mervyns Date and time: 8/4/2005 3:27:46 AM

**Purchase Order** 

Trans Control No 101241300 PO Type **Delivery Order** PO Date 08/01/2005 **Vendor No** 0066423

**Promotion Code** 

**Guest Contact** 

**FOB Descr** AZUSA CA Special Order Type

Terms Basis DateType Delivery Date Terms Disc Days Due

Ship/Deliver Not

08/08/2005 **Before** 

**Promotion Start** 

**Routing Code** USE READY TO SHIP WEB

**Instruction Type** Buyer Name Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type **POST-DISTRO** 

Trans Type **PO Number** 

Original 0962-0452144

Department No

962 **Vendor Name** 

**GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 08/12/2005

Routing Code Type

**Transport Type** 

Instruction

**Buyer Store No** 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode

Release No 0001

No		Unit	Unit Price	Catalog No	Nó	UPC Gode	Retail Price	Mult Price Qty	Product Descr	Color Descr	of Pack	of	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	492	Each	Wholesale Price per Each	962861154	122	872182008996	40		RHNSTN DENM 7/30 JEAN	DENIM	1	12	C12610	0993	492

Number of Line Items 1

Total Extended Line 7,134.00

**Total Order Qt** 492.0

This data set was generated by DItrans(TM) of DIcentral Corporation

tec Jai	eived a and	from time:	: Men	ryns . 2005 3:27:4	IR AM		. Pı	ırcha	ıse O	rder							
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Tra	ns Co	ntroi i	No	1012413		·			Trans	Туре		Origin	ai		, .		
20	Type			Delivery :	Order				PO Nu			-	045214	4			
PO	Date			08/01/20	05			•	Depar	tment No		962				•	
	idor N			0066423					Vendo	r Name		GREA	TWH	TE BE	AR LLC		
		n Cod	0			•		Guest	Name					•			
		ntact						FOB P	oint		Origin						
	B Des			AZUSA (				eq Type		No Ba	ck Ord	er					
		rder T		. Dalbara	n			Terms			Basic				•		
Tar	me Di	ee Day	s Dae	e Delivery	Date					Disc Pero	ent:				40444		
		ver No		08/08/200	në		•			Descr	. A.M			6RTV+	1%WH		
	ota bipan	101 140	••	. 00/08/20/	JQ				Sulbir	eliver Not	CAROT	UNTE	2005				
Pro	motio	n Star	t						Routin	g Code Ty	PCCV	Assia	by Bu	ver			
Rot	rting (	ode		USE REA	ADY TO SHIP	WEB				ort Type		•		•			
		n Typ	8						Instru	ction							
•	er Na								Buyer	Store No		0996					
	•	tore N							Ship to			0996					
	•		ddres	• .			•		•	Store Cit	•						
		lore St t Days							-	Store Zip				•			
		с Бауз О Тур		POST-DI	STDO	•			Releas	e No		0001					
a popular	• • • • • • • • • • • • • • • • • • • •	• .,p	•	1001-01	omo												
		•															
Ln	Qty	Ship	Unit	Basis	Buyer	Vendor	UPC Code	Retali	14.44	Product	Color	Size	No	No	Ticket/Hange	][64]	
No				Unit Price	Catalog	Style	0.0000	Price	Price	Descr	Descr		of	of	Code	No 1	No 1
1					No	No	1	li.	Qty				Pack	inner Pack	,		Qty
Ħ	1284	Each	14.5	Wholesele	962881154	122	872182008996	40	1	RHNSTN	DENIN	<b>/-</b> -	4	12	C12610	0996	1007
		<u> </u> '		Price per				~	<b>[</b> ]'	DENM	NOCIAIN	1	<b> </b> '	12	D15010	מפפט [	1254
- 1	1 1			Each		1. 1	1	l)		7/30 JEAN		1				1 [	

	This data set was generate	ed by DItrans(TM) of DIcentral	Corporation	
Number of Line Items fotal Extended Line Am	1 . 18,618.00	Total Order Qt	1284.0	

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teceived from: Mervyns

)ate and time: 8/4/2005 3:27:46 AM

**Purchase Order** 

**Trans Control No** 

101241300

PO Type PO Date

**Delivery Order** 08/01/2005

Vendor No

0066423

Promotion Code

**Suest Contact** 

**FOB Descr** AZUSA CA

Special Order Type

l'erms Basis DateType Delivery Date Ferms Disc Days Due

3hip/Deliver Not

08/08/2005

3efore

Promotion Start

Routing Code

USE READY TO SHIP WEB

nstruction Type **Buyer Name** 3hip to Store Name Ship to Store Address Ship to Store State **Ferms Net Days** 

**Мегчуп РО Туре** 

**POST-DISTRO** 

**Trans Type** 

Original **PO Number** 0962-0452144

Department No

**Vendor Name** 

**Guest Name FOB Point** Origin

Sale Req Type No Back Order Basic

Terms Type **Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Assign by Buyer

**GREAT WHITE BEAR LLC** 

Ship/Deliver Not After 08/12/2005

**Routing Code Type** 

**Transport Type** Instruction

**Buyer Store No** 0997 Ship to Code 0997

Ship to Store City Ship to Store Zipcode Release No

0001

	Unit	Price	Unit Price	Catalog No	Vendor Style No			Muit Price Qty	Product Descr	Color Descr	ll I	of Pack	No of Inner Pack		Store No 1	Store No 1 Oty
1404	Each	[ ]	Wholesale Price per Each	962881154	122	872182008996	40		RHNSTN DENM 7/30 JEAN	DENIM		1	12	C12610	0997	1464

lumber of Line Items 1

otal Extended Line 21,228.00

**Total Order Qt** 

1464.0

This data set was generated by DItrans(TM) of DIcentral Corporation

**[....** 

## Received from: Mervyns Date and time: 8/30/2005 7:28:18 PM

**Purchase Order** 

Trans Control No 101262165 PO Type Blanket Order PO Date 08/30/2005 Vendor No 0066423

**Promotion Code Guest Contact** 

**FOB Descr** COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before 09/26/2005

**Promotion Start** 

**Routing Code** 

**USE READY TO SHIP WEB** 

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Mervyn PO Type POST-DISTRO Trans Type

Original

**PO Number** 

0962-0914909

Department No

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Sale Reg Type Origin No Back Order

**Terms Type** 

Basic

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type

Instruction

0911

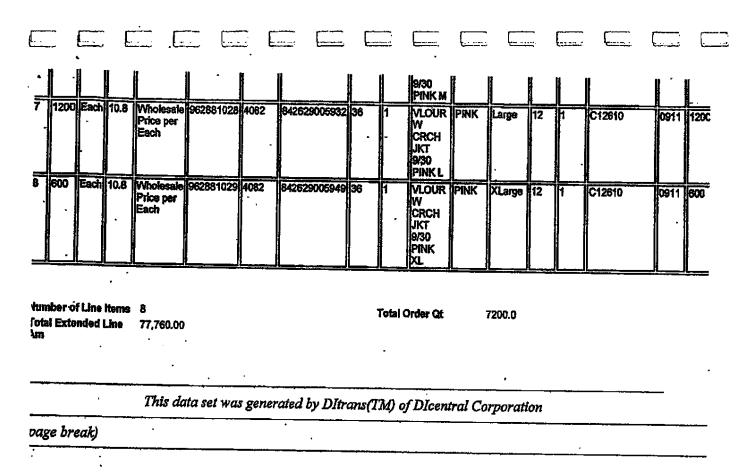
**Buyer Store No** 

0911

Ship to Code Ship to Store City

Ship to Store Zipcode Release No

Ln No			Price	Unit Price	, No	Vendor Style No	UPC Code	Retall Price	Muit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Ston No 1 Qty
1	600	Each	10.8	Wholesale Price per Each	962681018	4082	842629005871	36	1	VLOUR W CRCH JKT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0911	600
2		Each	10.8	Wholesale Price per Each	962881019 -	4082	B42629005888	36		VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0911	1200
3	1200			Price per Each	962881020	4082	842629005895	36		VLOUR W CRCH JKT 9/30 BLACK L	BLACK	Large	12	1	C12610	0911	120C
4	600	Each	10.8	Wholesale Price per Each	962881021	4082	842829005901	36		VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	4	C12610	0911	600
5	600	Each		Wholesale Price per Each	962881026	4082	842629005918	36		VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL	12	1	C12810	0911	600
В	1200	Each		Wholesale Price per Fach	962881027	4082	842629005925	36	Ħ	VLOUR W	PINK	Medium	12	1	C12610	0911	1200



Received from: Mervyns

Date and time: 9/15/2005 3:28:17 AM

### **Purchase Order**

Trans Control No

101274130

PO Type

Delivery Order

PO Date

08/30/2005

Vendor No

0066423

**Promotion Code** 

**Guest Contact** 

FOB Descr

COMPTON CA

09/26/2005

USE READY TO SHIP WEB

Special Order Type Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not

Before

**Promotion Start** 

**Routing Code** 

Instruction Type

**Buyer Name** 

Ship to Store Name Ship to Store Address Ship to Store State

Terms Net Days

Mervyn PO Type

POST-DISTRO

Trans Type

Original

PO Number

0962-0914909

Department No

962

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** 

Origin

Sale Reg Type

No Back Order Basic

**Terms Type** Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 09/30/2005

Routing Code Type

Transport Type

Instruction

**Buyer Store No** 

Ship to Code

Ship to Store City

Ship to Store Zipcode

Release No

0001

0986

Ln No	Qty	Unit		Unit Price	No	Vendor Style No	UPC Code	Retail Price	-Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	108	Each	10.8	Wholesale Price per Each	962881018	4082	842629005871	36		VLOUR W CRCH JKT 9/30 BLAÇK S	BLACK	SMALL	12	1	C12610	0986	108
		Each		Wholesale Price per Each	962881019	4082	842529005888	36		VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0986	218
3	216	Each	10.8	Wholesale Price per Each	962881020	4082	842629005895	36		VLOUR W CRCH JKT 9/30 BLACK	BLACK	Large	12	4	C12610	0986	216
4	84	Each		Wholesale Price per Each	962881021	4082	842829005901	36		VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0986	84
		Each		Price per Each	962881026		842829005918	36		VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL	12	1	C12610	0986	108
B  2	16	Each	· ' []	Wholesale Price per Fach	62881027	4082	842629005925	36		VLOUR W	PINK -	Medium	12	1	C12610	0986	216

			<u> </u>				9/30 PINK M	_						
216 Each 10	Wholesale Price per Each	962881028	4082	842629005932	36	1	VLOUR W CRCH JKT 9890 PINKL		Large	12	1	C12610	0986	216
84 Each 10	.8 Wholesale Price per Each	962881029	4082	842629005949	36	1	VLOUR W CRCH JKT 9/30 PINK XL	PINK	XLeige	12 .	1	C12610	0986	84
umber of Line It tal Extended Li n		40		•		Tota	il Order Qt		1248.0					
age break)	This (	lata set w	as gene	erated by Dis	rans(	TM)	of Dicer	ntral C	orpora	tion				

Received from: Mervyns

)ate and time: 9/15/2005 3:28:17 AM

### **Purchase Order**

Trans Control No 101274130 PO Type **Delivery Order** PO Date 08/30/2005 **Vendor No** 0066423

**Promotion Code Guest Contact** 

**FOB Descr** COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before 09/26/2005

**Promotion Start** 

**Routing Code** USE READY TO SHIP WEB

instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Ferms Net Days** 

Wervyn PO Type POST-DISTRO Trans Type Original PO Number 0962-0914909 Department No 962

**Vendor Name** 

**Guest Name** 

GREAT WHITE BEAR LLC

**FOB** Point

Origin Sale Req Type No Back Order Terms Type Basic

Terms Disc Percent

**Terms Descr** N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** Transport Type

Assign by Buyer

Instruction

**Buyer Store No** 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode

Release No 0001

-				,		-								•			
No	L_		Price	Unit Price	No	Vendor Style No		Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1		Each		Wholesale Price per Each	962881018	4082	842629005871	36	1	VLOUR W CRCH JKT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0993	108
2	228	Each		Wholesale Price per Each	962881019	·	842629005888	36	1	VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0993	228
3	228	Each	10.8	Wholesale Price per Each	962881020	4082	842629005895	36		VLOUR W CRCH JKT 9/30 BLACK	BLACK	Large	12	1	C12610	0993	228
4		Each		Price per Each	962881021		842629005901	36		VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	1	C12810	0993	108
5	108	Each	<b>I</b> I	Wholesale Price per Each	982881026	4082	842629005918	3β		VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL	12	1	C12610	0993	108
6	228	Each	0.8	Mholesale Price per Each	962881027	4082	342629005925	36	1	VLOUR W	PINK	Medium	12	1	C12610	0993	228

9/30 PINK M 216 Each 10.8 Wholesale 962881028 4082 Price per Each VLOUR PINK 842629005932 36 C12610 0993 216 W CRCH JKT PINK L VLOUR PINK W CRCH JKT 9/30 PINK 96 Each 10.8 Wholesale 962861029 4082 Price per Each XLarge 12 842629005949 38 C12610 0993 96 Number of Line Items 8 1320.0 **Total Order Qt** Total Extended Line 14,256.00 This data set was generated by DItrans(TM) of DIcentral Corporation

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P 00818

Received from: Mervyns

Jate and time: 9/15/2005 3:28:17 AM

## **Purchase Order**

00819

Trans Control No

101274130

**Delivery Order** 

COMPTON CA

PO Type PO Date

08/30/2005

**Vendor No** 

0066423

**Promotion Code** 

**Guest Contact** 

FOB Descr

Special Order Type Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not

09/26/2005

Before

**Promotion Start** 

Routing Code

USE READY TO SHIP WEB

**Instruction Type Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO Trans Type PO Number Original

0962-0914909

Department No

962 **Vendor Name** 

**Guest Name** 

GREAT WHITE BEAR LLC

**FOB Point** 

Origin No Back Order

Sale Req Type Terms Type

Basic

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Assign by Buyer

**Routing Code Type Transport Type** 

Instruction

0996

Buyer Store No Ship to Code

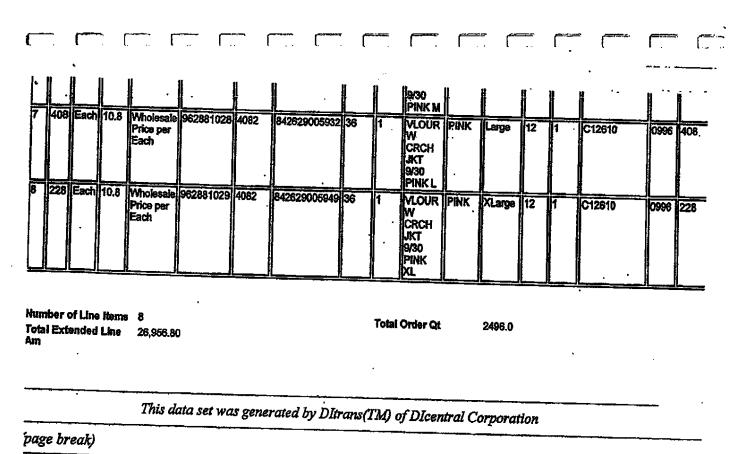
0996

Ship to Store City

Ship to Store Zipcode

Release No

Ln No		Unit		Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	204	Each	10.8	Wholesale Price per Each	962881018	4082	842629005871	36		VLOUR W CRCH JKT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0998	204
2	408	Each	10.8	Wholesale Price per Each	962881019	4082	842629005888	36		VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12810	0996	408
3	408	Each	10.8	Wholesale Price per Each	962881020	4082	642629005895	36		VLOUR W CRCH JKT 9/30 BLACK L	BLÁCK	Large	12	1	C12610	0996	408
4	228	Each	10.8	Wholesale Price per Each	962881021	4082	842629005901	36		VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0996	228
5		Each		Price per Each	962881026		842629005918 >	36		VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL.	12	1	C12610	0996	204
8	408	Each		Wholesale Price per	962881027	4082	842629005925	36	1	VLOUR W	PINK	Medium	12	1	C12610	0996	408



leceived from: Mervyns late and time: 9/15/2005 3:28:17 AM

Purchase Order

P 00821

Frans Control No.

101274130 **Delivery Order** 

**COMPTON CA** 

PO Date **Yendor No** 

PO Type

08/30/2005 0066423

**Promotion Code** 

**Guest Contact** 

FOB Descr

Special Order Type

Terms Basis DateType Delivery Date Terms Disc Days Due

Ship/Deliver Not 09/26/2005

Before

**Promotion Start** 

**Routing Code** 

**USE READY TO SHIP WEB** 

instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State

Terms Net Days

Mervyn PO Type

**POST-DISTRO** 

Trans Type

Original

PO Number

0962-0914909

Department No

962

Vendor Name GREAT WHITE BEAR LLC

**Guest Name** FOB Point

Origin

Sale Req Type

No Back Order

Terms Type Terms Disc Percent

Basic

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

0997

**Buyer Store No** Ship to Code

0997

Ship to Store City Ship to Store Zipcode

Release No

Ln No		Unit		Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	180	Each	10.8	Wholesale Price per Each	962881018	4082	842629005871	36	1	VLOUR W CRCH JKT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0997	180
2	348	Each	10.8	Wholesale Price per- Each	962881019	4082	842629005888	36	1	VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0997	348
3	348	Each	10.8	Wholesale Price per Each	962881020	4082	842629005895	36		VLOUR W CRCH JKT 9/30 BLACK L	BLACK	Large	12	1	C12610	0997	348
4	180			Price per Each	962881021	4082	842629005901	36		VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0997	180
				Price per Each	962881026		842629005918	36		VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL	12	4	C12810	0997	180
6	348	Each		Wholesale Price per	962881027	4062	842629005925	36		VLOUR W	PINK	Medium	12	1	C12610	0997	348

9/30 PINK M Wholesale 962881028 4082 Price per Each VLOUR PINK W CRCH JKT 9/30 PINK L 360 Each 10.8 842629005932 36 Large C12610 0997 360 192 Each 10.8 Wholesale 962881029 4082 Price per Each 842629005949 38 VLOUR PINK XLarge 12 C12610 0997 192 W CRCH JKT 9/30 PINK XL Number of Line Items 8 Total Order Qt 2136.0 Fotal Extended Line 23,068.80

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Page 64 of 71

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Seceived from: Mery Sate and time: 7/1/2	yns 005 3:28:	05 AM		P	urch	ase (	Order	·				P 00	823	
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact FOB Descr Special Order Type Terms Basia DateType	1012130 Delivery 06/28/20 0086423 AZUSA	Order 005 3	•	•	,	PO N Depa Vend Gues FOB Sale Term	s Type lumber irtment Ni or Name it Name Point Req Type s Type s Disc Pe	·	962 GRI Orig	2-1272 EAT W jin Back O	HITE 6	SEAR LLC		
Ship/Deliver Not	07/11/20	105					s Descr Deliver N	ot After		ROG+ 5/2006		V+1%WH		
Promotion Start Routing Code Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days	efore romotion Start puting Code USE READY TO SHIP WEB struction Type sayer Name rip to Store Name rip to Store Address rip to Store State rims Net Days							Type e		gn by   5 6				
Ln Qty Ship Unit No Unit Price U	Basis Init Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner	Ticket/Har Code		re Store 1 No 1 Qty
	Vholesale rice per ach	962881107	108	872182008491	36		LS CRTA EMB TOP 7/15 WHITE SLD	WHITE		1	Pack 12	C12610	098	6 768
Number of Line Items Fotal Extended Line	1 9,600.00	-				Total	Order Qt		768.0	, D				

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Case 2:06-cv-13358-RMB-FM Document 68-3 Filed 06/23/2008 Page 66 of 71

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Receiv	red from:	Mervos						•	

Date and time: 7/1/2005 3:28:05 AM

**Purchase Order** 

Trans Control No 101213071 РО Туре **Delivery Order** PO Date 06/28/2005 **Vendor No** 0066423

**Promotion Code Guest Contact** 

**FOB Descr** AZUSA CA

Special Order Type

Terms Basia DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

07/11/2005

**Promotion Start Routing Code** 

USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type

POST-DISTRO

Trans Type

**PO Number** 

Department No 962

**Vendor Name** 

**Guest Name** 

Origin

Original

0962-1272851

**FOB Point** Sale Req Type No Back Order Terms Type Basic

Terms Disc Percent

Terms Descr.

N30ROG+1%RTV+1%WH

Assign by Buyer

GREAT WHITE BEAR LLC

Ship/Deliver Not After 07/15/2005

**Routing Code Type** Transport Type

Instruction

Buyer Store No

0993 0993

Ship to Code

Ship to Store City

Ship to Store Zipcode Release No

0001

	Unit	Price	Unit Price	Catalog No	No		Retail Price	Mult Price Qty	Product Descr	Color Descr	of Pack	No of inner Pack		Store No 1	Store No 1 Qty
1 432	Each	ŀ	Wholesale Price per Each	962881107	108	872182008491	36		LS CRTA EMB TOP 7/15 WHITE SLD	WHITE	4	12	C12610	0993	432

Yumber of Line Items 1 Total Extended Line 5,400.00

**Total Order Qt** 

432.0

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Received from: Mervyns

Date and time: 7/1/2005 3:28:05 AM

### Purchase Order

Trans Control No . . -101213071 PO Type **Delivery Order** PO Date 06/28/2005

**Vendor No** 0066423 **Promotion Code** 

**Guest Contact** 

**FOB Descr** AZUSA CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not 07/11/2005

Before **Promotion Start** 

**Routing Code USE READY TO SHIP WEB** 

**Instruction Type** Buyer Name Ship to Store Name Ship to Store Address Ship to Store State **Terms** Net Days

Mervyn PO Type POST-DISTRO Trans Type Original PO Number 0962-1272851

Department No 962

**Vendor Name GREAT WHITE BEAR LLC** 

**Guest Name** 

FOB Point Origin Sale Reg Type No Back Order Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/15/2005

**Routing Code Type** 

Assign by Buyer

**Transport Type** Instruction

**Buyer Store No** 0996 Ship to Code 0996

Ship to Store City Ship to Store Zipcode

Release No 0001

No Unit Price U	nit Price Cata N	o No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr		of Pack	No of Inner Pack		Store No 1	
	Molesale 96288 rice per ach	1107 108	872182008491	36		LS CRTA EMB TOP 7/15 WHITE SLD	WHITE		40	12	C12610	0996	1020

Yumber of Line Items 1

**Fotal Extended Line** 12,750.00

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**Total Order Qt** 1020.0

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A	 _								

leceived from: Mervyns

)ate and time: 7/1/2005 3:28:05 AM

**Purchase Order** 

Frans Control No 101213071 PO Type **Delivery Order** <sup>2</sup>O Date 06/28/2005 **/endor No** 0066423

³romotion Code **Suest Contact** 

FOB Descr AZUSA CA

>pecial Order Type

l'emas Basis DateType Delivery Date

ferms Disc Days Due

hip/Deliver Not 3efore

07/11/2005

<sup>3</sup>romotion Start

**Routing Code** 

USE READY TO SHIP WEB

nstruction Type **Suyer Name** ihip to Store Name thip to Store Address thip to Store State **Terms Net Days** 

Rervyn PO Type

POST-DISTRO

**Trans Type** PO Number

Original 0962-1272851

Department No

**GREAT WHITE BEAR LLC** 

**Vendor Name** 

**Guest Name** 

Origin

**FOB Point** Sale Req Type

No Back Order Basic

Terms Type Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After

07/15/2005 Assign by Buyer

**Routing Code Type** Transport Type

Instruction

**Buyer Store No** 0997

0997

Ship to Code Ship to Store City

Ship to Store Zipcode Release No

0001

	Unit	Price	Unit Price	Catalog No	No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Golor Descr		No of Pack	Of	Ticket/Hanger Code	Store No 1	Store No 1 Qty
8/6	<b>Each</b>	[	Wholesale Prica per Each	962881107	108	872182008491	36		LS CRTA EMB TOP 7/16 WHITE SLD	WHITE		1	12	C12610	0997	876

lumber	of	Line	Items	1
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otal Extended Line 10,950.00

**Total Order Qt** 

876.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

Réceived from: Mer Date and time: 7/6/	vyns 2005 8:08:	06 PM		•	Purch	<b>230</b> (	Order								
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact FOB Descx Special Order Type Terms Basis DateTyp Terms Disc Days Due Ship/Deliver Not Before Promotion Start Routing Code Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days Mervyn PO Type	08/01/200 USE RE/	Order 1005 CA Date 05 ADY TO SHII	P WEB		•	PO N Depa Vend Gues FOB   Sale   Terms Terms Terms Ship/I Routis Trans Instru Buyer Ship t Ship t	Req Type  Type  Disc Pe  Deliver No  Reg Code  Code  Store No  Code  Store Co  Store Z	rcent ot After Type	962 GRE Origin No B Basic	-1332 AT W 1 ack O : : : : : : : :	HITE E	8EAR (			
Ln Qfy Ship Unit No Unit Price	Basis Unit Price	Biryer Catalog No	Vendor Style No	UPC Gode	Retail Price	Mult Price Qty	Product Descr	Color	Descr	1 1	No of Pack	No of inner Pack		Store No 1	
1 11 11 11 11	Wholesale Price per Each	962881106	108	87218200845	3 36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQI	JOISE		1	12 12	C12610	0911	12

Number of Line Items 1

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Total Extended Line 15,000.00

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**Total Order Qt** 

1200.0

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	or No		00664	23					dor Name			TW	MATE	BEAR	ПС		
	ofion C								et Name	•					LLV		
•	Contac Seser	et				•		FOB	Point		Origin						
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'"	Cach	12.5	Price per	962881106	108	872182008453	36	1	LS	TURQU	DISE	7	1	12		0986	119
Н	i l	! [	Each	[	1 1	Ī	i i	ı i	CRTA	1	II.	- [[			1	11	II''

Unit	Price	Unit Price	Buyer Catalog No 962881108	Vendor Style No		Price	Mult Price Qty	Product Descr	Color Descr	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Sts No Ot
		vynolesale Price per Each	₩528B110S	108	872182008453	36		LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE	1	12	C12610	0986	192

lumber of Line Items 1 \*otal Extended Line 2,400.00

**Total Order Qt** 

192.0

This data set	was generated by	DItrans(TM)	of DIcentral	Corporation

Rece Date	ive an	ed fro	om: M 10: 7/	ervyns 16/2005 4:	08:02 AM	· ;		Purci	1886	Order							••	
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1 16	8	Each	12,5	Wholesale Price per Each	962881106	108	872182008453	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQU	SE		1	Pack 12	C12610	0993	168

lumber of Line items 1 Total Extended Line 2,100.00

**Total Order Qt** 

168.0

This data set was generated by DItrans(TM) of DIcentral Corporation

Received from: Mervyns

Date and time: 7/16/2005 4:08:02 AM

**Purchase Order** 

 Trans Control No
 101225275

 PO Type
 Delivery Order

 PO Date
 07/08/2005

PO Date 07/06/2005 Vendor No 0066423

Promotion Code Guest Contact

FOB Descr AZUSA CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

08/01/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original PO Number 0962-1332701

Department No 952

Vendor Name

GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/05/2005

Routing Code Type Assign by Buyer

Transport Type Instruction

Buyer Store No 0996

Ship to Code 0996

Ship to Store City Ship to Store Zipcode

Release No

0001

No	Unit	Unit Price	Catalog No	Vendor Style No		Price	Mult Price Qty	Product Descr	Color Descr	1 1	of	No of Inner Pack		Store No 1	Sto No Qt
1 348	Each	Wholesale Price per Each	962881106	108	872182008453	36		LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE		1	12	C12810	0996	348

Number of Line Items 1

Total Extended Line 4,350.00

4m

Total Order Qt 348.0

This data set was generated by DItrans(TM) of DIcentral Corporation

PO Type Delivery Order PO Date 07/06/2005 Vendor No 0068423 Promotion Code Guest Contact FOB Descr AZUSA CA Special Order Type Terms Basis DateType Delivery Date Terms Disc Days Due Ship/Deliver Not 08/01/2005 Sefore Promotion Start Routing Code USE READY TO SHIP Water Not Ostore Name Ship to Store Address Ship to Store State Terms Net Days Wervyn PO Type POST-DISTRO  Lin City Ship Unit Basis Buyer Ver No Unit Price Unit Price Catalog St	<b>VEB</b>		PO N Department Vend Gues FOB Sale Term Term Ship Routi Trans Instr. Buye Ship Ship Ship	s Type lumber artment No lor Name st Name Point Req Type as Disc Pel as Descr (Deliver No ing Code i sport Type action r Store No to Code to Store C to Store C to Store C	0962 GR Ork No Bas reent N30 of After 06/0 Type Ass 3 0 099	EAT V pin Back ( ic ROG: 15/200 gn by	WHITE Order +1%R1	BEAR ГV+1%			
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otal Extended Line 8,150.00			Total (	Order Qt	492.0	)					

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Received from: Mery Jate and time: 7/12/	2005 6:30:2	25 PM		F	orch	ase	Order					•			
Trans Control No PO Type PO Date Vendor No Promotion Code Guset Contact FOB Descr Special Order Type Terms Basis DateType Terms Disc Days Due Ship/Deliver Not Before Promotion Start Routing Code Instruction Type Suyer Name Ship to Store Name Ship to Store Address Thip to Store State Terms Net Days	101203591 Stand Alon 06/20/2005 0066423 AZUSA CA Delivery Da 06/20/2005	e te	P WES			PO N Depar Vend Guer FOB Sale Term Term Term Ship/ Routi Trans Instru Buyer Ship i Ship i	Store No o Code o Store City o Store Zipce	nt   After (	Origina 0962-1 962 GREAT Origin No Baci Basic N30RO 06/23/20 Assign I	715247 TWHIT k Orde 3+1%F	E BEA r RTV+1				
	POST-DISTI														
Unit Price U	nit Price (	Patalog No	Vendor Style No	UPC Code 872182009276		Mult Price Qty		Desc		of Pack	No of Inner Pack	Ticket/Ha Code			Sti Nk Q
11 12 II 105°	ice per Ich						BLK BANGALNE PANT 6/15 3-13	BLAC	K	12	1	C12610	0	986	114
imber of Line Items 1 tal Extended Line 19	<del>?</del> ;2 <del>55.00</del>					Total C	rder Qt	. 11	40. <u>0</u>						
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### Received from: Mervyns **Purchase Order** Date and time: 7/12/2005 6:30:25 PM Trans Control No 101203591 Trans Type Original PO Type Stand Alone PO Number 0962-1715247 PO Date 06/20/2005 Department No 962 Vendor No 0066423 **Vendor Name** GREAT WHITE BEAR LLC **Promotion Code Guest Name Guest Contact** FOB Point Origin FOB Descr AZUSA CA Sale Req Type No Back Order Special Order Type Terms Type Basic Terms Basis DateType Delivery Date **Terms Disc Percent** Terms Disc Days Due Terms Descr N30ROG+1%RTV+1%WH Ship/Deliver Not 06/20/2005 Ship/Deliver Not After 06/23/2005 Before **Promotion Start** Routing Code Type Assign by Buyer Routing Code USE READY TO SHIP WEB **Transport Type** instruction Type Instruction **Buyer Name Buyer Store No** 0986 Ship to Store Name 0986 Ship to Code Ship to Store Address Ship to Store City Ship to Store State Ship to Store Zipcode **Terms Net Days** Refease No Mervyn PO Type POST-DISTRO **UPC Code** Ln Qty Ship Unit Basis Vendor Retail Mult Product Ticket/Hanger Buyer Color Size No No Store Store Style No Catalog Unit Price Price Price Descr Descr οf of Code No 1 No 1 Qty Packi inner Qty Pack BRN CUFF 744 Each 12 Wholesale 962881103 1119 872182009153 36 BROWN C12610 0986 744 Price per Each

<u></u>	13 13		<u></u>	!!
Number of Line Items 1 Total Extended Line 8,928.00 Am	Total Order Qt	744.0		M1
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Received from; Mery Date and time: 7/12/	yns 2005 6:24:	32 PM		P	urch	ase (	Order	<u></u>		···		•		
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact FOB Descr Special Order Type Terms Basis Date Type Terms Disc Days Due Ship/Deliver Not Before Promotion Start Routing Code Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days Mervyn PO Type	06/20/200 USE REA	one 05 · A Date 05	iP WEB			PO N Depa Vend Gues FOB Sale: Term Term Term Ship/ Routi Trans Instr Buye Ship: Ship:	s Type sumber riment No or Name it Name Point Req Type s Disc Perce Descr Descr Descr Descr Descr Type sction r Store No to Code to Store City to Store Zipc se No	O9 96 Gi Or No Ba mt N3 After 06 09 09	2 REAT igin Bad sic 00RO0 /23/20 sign t	'15247 WHIT C Orde 3+1%I	E BEAI F			.,
Ln Qty Ship Unit No Unit Price (	Basis Init Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price		Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	
	Vholesale vice per ach	62881100	118	872182009276	34	1	BLK BANGALNE PANT 6/15 3-13	BLACK		12	1	C12610	0993	824

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n C	χţy	Ship Unit		Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code			Product Descr	Color Descr	Size	No of Pack	No of Inner Pack		Store No 1	Stor No Qty
3	8	Each	12	Wholesale Price per Each	952581103	119	872182009153	36	1	BRN CUFF PNT 6/15 3- 13	BROWN		12	1	C12610	0993	360
		-	e item I Line	s 1 4,320.00					Total	Order Qt	. **	360.0		Dang ge			

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Qty Ship Unit Unit Price	Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	S N
1332 Each 10.75	Wholesale Price per Each	962881100	118	872182009276	34	1	BLK BANGALNE PANT 6/15 3-13	BLACK		12	1	C12610	0996	13
nber of Line Items al Extended Line	1 14,319.00			-		Total C	rder Qt	1332	2.0				<u> </u>	<u>.</u>

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ans Control No 101203591 } Type Stand Alone ) Date 06/20/2005 **Indor No** 0066423

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arvyn PO Type

POST-DISTRO

Trans Type

Original

Basic

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Assign by Buyer

PO Number 0962-1715247

Department No 962

**Vendor Name** 

GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin Sale Req Type No Back Order

**Terms Type Terms Disc Percent** 

N30ROG+1%RTV+1%WH Terms Descr

Ship/Deliver Not After 06/23/2005

**Routing Code Type** 

**Transport Type** Instruction

**Buyer Store No** 

Ship to Code 0998

Ship to Store City Ship to Store Zipcode

Release No

n City Ship Unit Basis o Unit Price Unit Price	Buyer Catalog No	Vendor Style No			Product Descr	Color Descr		of	No of Inner Pack			Store No 1 Qty
744 Each 12 Wholesale Price per Each	962881103	119	872182009153	36	BRN CUFF PNT 6/15 3- 13	BROWN		12	1	C12610	0996	744

imber of Line Items ital Extended Line n		. •	<b>.</b>	, <u>,</u>	Total Order Qt	744.0	
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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 9 of 90

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**Purchase Order** 

ans Control No 101203591 ) Type Stand Alone ) Date 06/20/2005 indor No 0066423

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Original

PO Number

0962-1715247

Department No **Vendor Name** 

**GREAT WHITE BEAR LLC** 

**Guest Name** 

**Terms Descr** 

**FOB Point** Origin

Sale Reg Type No Back Order Terms Type Basic

**Terms Disc Percent** 

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 06/23/2005

**Routing Code Type** 

Assign by Buyer

Transport Type instruction

**Buyer Store No** Ship to Code

0997 0997

Ship to Store City Ship to Store Zipcode

Release No

٩		Unit	·	Unit Price	Catalog No	No		Retail Price		Color Descr	of	No of Inner Pack	, ,	Store No 1	
	1104	Each		Wholesale Price per Each	962881100	118	872182009276	34	BLK BANGALNE PANT 6/15 3-13	BLACK	12	1	C12610	0997	110-

amber of Line Items 1 xial Extended Line

11,868.00

**Total Order Qt** 

1104.0

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**Purchase Order** 

 13 Control No
 101203591
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 Type
 Stand Alone

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rvyn PO Type POST-DISTRO

Trans Type PO Number

· Original 0962-1715247

Department No Vendor Hame

962

GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin
Sale Req Type No Back Order

Terms Type
Terms Disc Percent

Tenns Bescr N30ROG+1%RTV+1%WH

Basic

Ship/Deliver Not After 06/23/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No 0997 Ship to Code 0997

Ship to Store City Ship to Store Zipcode

Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	!!!!	of	No of Inner Pack		Store No 1	Store No 1 Qty
648	Each	12	Wholesale Price per Each	962881103	119	872182009153	36		BRN CUFF PNT 6/15 3- 13	BROWN		12	1	C12610	0997	648

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**Purchase Order** 

P 00840

 ans Control No
 101290843

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 Blanket Order

 > Date
 09/30/2005

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POST-DISTRO

Trans Type PO Number Original 0962-2158236

Department No 962

Vendor Name GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Origin

Sale Req Type No Back Order

Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer

Transport Type Instruction

Buyer Store No

0911 0911

Ship to Code Ship to Store City

Ship to Store Zipcode

Refease No

Oty	Unit		Unit Price	No	Vendor Style No		Price	Muit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Str No Q
600	Each	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN S		SMALL	12	1	C12610	0911	601
1200	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTN		Medium	12	j	C12610	0911	120
1200	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	ī	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0911	120
300	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36		BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0911	600
300	Each		Wholesale Price per Each	962880032	506-3	842629004744	32		BLK PANT W RHNSTN S		SMALL	12	ŧ	C12610	0911	600
200	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32		BUK PANT W RHNSTN M	BLACK	Medium	12	1	C12810	0911	120
200	Each	9.6	Wholesaie Price per Each	962880034	506-3	842629004768	32		BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0911	120
	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32		BLK PANT W RHNSTN XI	BLACK	XLarge	12	1	C12810 .	0911	600

imber of Line Items 8 dal Extended Line 73,440.00	Total Order Qt	7200.0	•
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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 12 of 90

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## **Purchase Order**

uns Control No . 101217101 Blanket Order ·Type · Date 07/07/2005 ador No 0066423

motion Code est Contact

**B** Descr AZUSA CA

ecial Order Type

rms Basis DateType Delivery Date

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struction Type yer Name Ip to Store Name ip to Store Address ip to Store State

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irvyn PO Type POST-DISTRO **Trans Type** 

PO Number

Original 0962-2738540

Department No

**Vendor Name** 

**GREAT WHITE BEAR LLC** 

962

Guest Name

**FOB Point** Origin Sale Req Type No Back Order

Terms Type Basic **Terms Disc Percent** 

**Terms Descr** 

N30ROG+1%RTV+1%WH

08/05/2005 Ship/Deliver Not After

**Routing Code Type** 

Assign by Buyer

**Transport Type** Instruction **Buyer Store No** 

0911 0911 Ship to Code

Ship to Store City Ship to Store Zipcode

Release No

Qty	Ship Unit	Unit Price	Basis Unit Price		Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Deser			of	No of Inner Pack		Store No 1	
120	0 Each		Wholesale Price per Each	962881113	103	872182009054	36		BLK CHIFFON SKIRT 7/15 XS- L	BLACK		1	12	C12610	0911	1200

imber of Line Items dal Extended Line n	1 Total Order Qt 1200.0 14,400.00
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## **Purchase Order**

ns Control No 101220487 . **Delivery Order** Type

Date 07/07/2005 dor No 0066423

motion Code 1st Contact

3 Descr **AZUSA CA** 

cial Order Type

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Original **PO Number** 0962-2738540

Department No

**Vendor Name GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** Origin Sale Reg Type No Back Order **Terms Type** Basic

**Terms Disc Percent** 

N30ROG+1%RTV+1%WH Terms Descr

Ship/Deliver Not After 08/05/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0986 0986 Ship to Code

Ship to Store City Ship to Store Zipcode 0001 Release No

		Unit Price	Basis Unit Price		Vendor Style No	UPC Code	Retail Price	Mult Price Qty		Color Descr	of Pack	of			Store No 1 Qty
360	Each	li	Wholesale Price per Each	962881113	103	872182009054	36		BLK CHIFFON SKIRT 7/15 XS- L	BLACK	1	12	C12610	0986	360

mber of Line Items 1			Total	Order	Qŧ	360.0		
tal Extended Line 4,320.00	•	-	,	•• •	··		 	
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**Purchase Order** 

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POST-DISTRO

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0962-2738540 962

Original

Basic

Department No

**Vendor Name GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order

Terms Type

**Terms Disc Percent** 

N30ROG+1%RTV+1%WH **Terms Descr** 

Ship/Deliver Not After 08/05/2005

**Routing Code Type** 

Assign by Buyer

**Transport Type** Instruction

**Buyer Store No** 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode

Release No 0001

Qέγ	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Gode	Retail Price	Mult Price Qty	Product Descr	Color Descr	1 1	of Pack	of	Ticket/Hanger Code	Store No 1	Store No 1 Qty
180	Each	1 1	Wholesale Price per Each	962881113	103	872182009054	36		BLK CHIFFON SKIRT 7/15 XS- L	BLACK		1	12	C12610	0993	180

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ımber of Line Items	1			Total Order Qt		180.0		
ital Extended Line	2,160.00	 	•	 ** # * * *** * ==== * ==	•	· · · · · · -	 	** ** * * **
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te and	time: 7/1	2/2005 :	3:28:02 AM	l	Pur	chase (	Order				•

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Type Delivery Order
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yer Name
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ITYYN PO Type POST-DISTRO

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PO Number ' 0962-2738540
Department No 962

Jeharment Mo 30

Vendor Name GREAT WHITE BEAR LLC

Guest Name FOB Point

Sale Req Type .

Origin No Back Order Basic

Terms Type
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de Type Assign by Buyer

Transport Type Instruction

Buyer Store No

0996 0996

Ship to Code Ship to Store City

Ship to Store Zipcode

Release No

0001

	Price	Unit Price	Catalog No	Vendor Style No	UPG Gode	Retail Price	Mult Price Qty	Product Descr	Color Descr	of Pack	of	Ticket/Hanger Code	Store No 1	Store No 1 Qty
372 Each		Wholesale Price per Each	962881113	103	872182009054	36		BLK CHIFFON SKIRT 7/15 XS- L	BLACK	1	12	C12610	0996	372

mber of Line	lterns	1
tal Extended	Line	4,464,00

**Total Order Qt** 

372.0

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POT POT Vend Prom Ship/ Prom Ship	Type Date for No sotion it Conf Descr lal Ord is Basi is Disc off off off off off off off off off of	Gode tact ler Typ s Date Days I r Not Start de Type Name Addr s State	Delive 07/07/ 00664 . AZUS/ e Type Delive 08/01/	ery Order 12005 123 A CA ry Date	IIP WEB		•	PO Dej Ver Gue FOI Sale Ten Ten Ship Rou Tran Insti Buy Ship Ship	ins Type Number variment N idor Name est Name 3 Point 6 Req Type ms Disc Pe ms Descr m/Deliver N ing Code isport Type ruction er Store No to Code to Store C to Store Z	ercent ot After Type e	962 GRI Orig No E Basi N301 08/00	2-2738 EAT W in Back O c	HITE 8 rder !%RTV	SEAR LLC		
	n PO 1		POST-[	DISTRO				Rele	ase No		0001					
1 Q	Uni	<u> </u>	Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner	Ticket/Hanger Code	Store No 1	Store No 1 Qty
J 28	8 Eac	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7/15 XS-	BLACK		1	Pack 12	C12610	0997	288

Ln Qty Ship Unit Basis Unit Price Unit Price I 288 Each 12 Wholesale	Catalog No	Vendor Style No		Filee	Mult Price Qty		Descr	of Pack	No of Inner Pack	Code	Store No 1	Store No 1 Qty
Price per Each			872182009054	36		BLK CHIFFON SKIRT 7/15 XS- L	BLACK	1	12	C12610 `	0997	288

lumber of Line Items 1 otal Extended Line 3,456.00

Total Order Qt

288.0

This data set was generated by DItrans(TM) of DIcentral Corporation

rage break)

# elved from: Mervyns e and time: 8/30/2005 7:28:15 PM Purchase Order

ns Control No 101262173

Type Blanket Order

Date 08/30/2005

1dor No 0066423

motion Code est Contact

B Descr COMPTON CA

xial Order Type

ms Basis DateType Delivery Date

ms Disc Days Due

p/Deliver Not 09/25/2005 ore

motion Start

uting Code USE READY TO SHIP WEB

truction Type
yer Name
p to Store Name
p to Store Address
p to Store State
me Net Days

rvyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-3650742

Department No 962

Vendor Name - GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Origin
Sale Req Type - No Back Order

Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No 0911 Ship to Code 0911

Ship to Store City
Ship to Store Zipcode

Release No

	Unit	Price	Basis Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack		Store No 1	Store No 1 Qty
	Each		Price per Each	962881030		842629005994	36	911	VLOUR W CRCH JKT 9/30 SAND S	SAND	SMALL	12	1	C12610	0911	156
324	Each	10.8	Wholesale Price per Each	962881031	4082	842629006007	36		VLOUR W CRCH JKT 9/30 SAND M	SAND	Medium	12	1	C12610	0911	324
	Each		Price per Each	962881032		842629006014	36		VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	4	C12610	0911	324
168	Each		Wholesale Price per Each	962881033	4082	842629006021	36		VLOUR W CRCH JKT 9/30 SAND XL	SAND ,	XLarge	12	1	C12610	0911	168

mber of Line Items 4 ral Extended Line 10,497.60

**Total Order Qt** 

		<u> </u>			<u> </u>	 	<u>.</u> .	-		-
			 	····		 <del></del>			 	 
rae hra	enk)									

Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 19 of 90

aceived from: Mervyns	<u> </u>	<b>.</b>	( . 52/		[]		(		<u></u>	<u> </u>
ate and time: 9/17/200	5 3:28:25 A	м		Pu	rchase	Order				

rans Control No 101276643 O Type **Delivery Order O** Date 08/30/2005 **endor No** 0066423

remetion Code uest Contact

**OB** Descr **COMPTON CA** 

pecial Order Type

erms Basis DateType Delivery Date

emis Disc Days Due

hip/Deliver Not 09/26/2005 efore

romotion Start

.outing Code USE READY TO SHIP WEB

estruction Type uyer Name hip to Store Name hip to Store Address hip to Store State erms Not Days

lervyn PO Type

٠. . . POST-DISTRO Trans Type Original PO Number 0962-3650742

Department No

**Vendor Name** 

**Guest Name** 

**GREAT WHITE BEAR LLC** 

**FOB Point** Origin Sale Reg Type No Back Order

962

Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

**Transport Type** 

Assign by Buyer

Instruction

**Buyer Store No** Ship to Code

0986 0986

Ship to Store City Ship to Store Zipcode

Release No

0001

	<u>                                     </u>	Price	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of inner Pack		Store No 1	Store No 1 Oty
24	Each		Wholesale Price per Each	962881031	4082	842629006007	36		VLOUR W CRCH JKT 9/30 SAND	SAND	Medium	12			0986	24
	Each		Price per Each	962881032		842629006014	36		VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	1	C12610	0986	38
12	Each		Wholesale Price per Each	962881033	4082	842629006021	36		VLOUR W CRCH JKT 9/30 SAND XL	SAND	XLarge	12	1	C12510	0986	12

umber of Line Items	3
otal Extended Line	777.60
275	

Total Order-Qt

72.0

This e	lata set was generated	by Ditrans(TM)	of DIcentral	Corporation

age break)

Original

0962-3650742

			رين		, m. 16, , , , , , , , , , , , , , , , , , ,	~ ~ . 452-	4	,	Care.	
leceived from: Mervyns late and time: 9/17/2005 3:28:25 AM	•	Pu	rchase (	Order						

Frans Control No 101278643 Trans Type
O Type Delivery Order PO Number
O Date 08/30/2005 Department No
feador No 0066423

Tromotion Code

Tromotion Code

Wendor Name

GREAT WHITE BEAR LLC

Guest Name

FOB Point

Origin

Sale Req Type
No Back Order

Terms Type

Basic

'erms Basis DateType Delivery Date Terms Type
Terms Disc Days Due Terms Disc Percent

ihip/Deliver Not 09/26/2005 Terms Descr N30ROG+1%RTV+1%VVH
lefore Ship/Deliver Not After 09/30/2005

romotion Start
touting Code USE READY TO SHIP WEB Ready To SHIP WEB Transport Type

Transport type
Instruction

Luyer Name
Instruction

Buyer Store No 0993

Ship to Store Address

Ship to Code 0993

Thip to Store Address Ship to Store City
Thip to Store State Ship to Store City
Thip to Store State Ship to Store Zipcode
Terryn PO Type POST-DISTRO Release No 0001

<b>10</b>		<u>L</u>	Price	Unit Price	No	Vendor Style No	UPÇ Code	Retai Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	inner	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	12	Each	10.8	Wholesale Price per Each	962881030	4082	842629005994	36		ORCH JKT 9/30		SMALL.	12	Pack 1	C12610	0993	12
	24	Each	10.8	Wholesale Price per Each	962881031	4082	842629006007	36	1	SAND S VLOUR W CRCH JKT 9/30 SAND		Medium	12	1	C12610	0993	24
		Each		Price per Each	962881032		842629006014	36		VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	1.	C12610	0993	24
	2	Each	11	Wholesale Price per Each	962881033	4082	842629006021	36	1	VLOUR N CRCH IKT W30 SAND TL	SAND	XLarge	12		Ç12810	0983	12

mber of Line Items 4 tal Extended Line 777.60

**Total Order Qt** 



peived from: Mervyns

re and time: 9/17/2005 3:28:25 AM

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## **Purchase Order**

### Control No 101276643

1 Type Delivery Order

1 Date 08/30/2005

Indoor No 0086423

omotion Code

IB Descr COMPTON CA

ecial Order Type

rms Basis DateType Delivery Date

rms Disc Days Due

ip/Deliver Not fore

09/26/2005

omotion Start

ruting Code USE READY TO SHIP WEB

struction Type
ryer Name
rip to Store Name
rip to Store Address
rip to Store State
rms Net Days

arvyn PO Type POST-DISTRO

Trans Type

Original

PO Number 0962-3650742

Department No

No 962

Vendor Name GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin
Sale Req Type No Back Order

Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

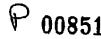
Buyer Store No 0996 Ship to Code 0996

Ship to Store City Ship to Store Zipcode

Release No 0001

n Q	4	Ship Vnit	Unit Price	Basis Unit Price		Yendor Style No	UPC Code	Retail Price	Muit Price Qty	Product Descr			No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
77	2	Each	10.8	Wholesale Price per Each	962881030	4082	842629005994	36		VLOUR W CRCH JKT 9/30 SAND S	SAND	SMALL	12	1	C12610	0996	72
11:	32	Each	10.8	Wholesale Price per Each	962881031	4082	842629006007	36		VLOUR W CRCH JKT 9/30 SAND M	SAND	Medium	12	1	C12610	0996	132
7.	20	Eech	10.8	Wholesale Price per Each	962881032	4082	842629005014	36		VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	1	C12610	0996	120
	0	Each	10.8	Wholesale Price per Each	962881033	4082	842629006021	36		VLOUR W CRCH JKT 9/30 SAND XL	SAND	XLarge	12	1	C12810	0996	60

lumber of Line Items 4 'otal Extended Line 4,147.20 **Total Order Qt** 



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	 his data	set was	generate	d by DII	trans(TM	) of DIce	entral Co	rporatio	n	 	
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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 23 of 90

Received from: Mervyns

Date and time: 9/17/2005 3:28:25 AM

## **Purchase Order**

Trans Control No 101276643 PO Type **Delivery Order** PO Date 08/30/2005 Vendor No 0066423

**Promotion Code Guest Contact** 

**FOB Descr** COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

09/26/2005

**Promotion Start** 

**Routing Code** USE READY TO SHIP WEB Instruction Type

**Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Mervyn PO Type **POST-DISTRO**  Trans Type PO Number

Original 0962-3650742

Department No **Vendor Name** 

962 GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Sale Reg Type Origin No Back Order

Assign by Buyer

Basic

Terms Type **Terms Disc Percent** 

**Terms Descr** 

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

**Transport Type** Instruction

**Buyer Store No** Ship to Code

Ship to Store City Ship to Store Zipcode

Release No

0001

0997

0997

No			Price	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr			No of Pack	No of inner Pack		Store No 1	Store No 1 Qty
	72	Each		Price per Each	962881030 ·		842629005994	36		VLOUR W CRCH JKT 9/30 SAND S		SMALL	12		C12610	0997	72
2	144	Each	10.8	Wholesale Price per Each	962881031	4082	842629006007	36		VLOUR W CRCH JKT 9/30 SAND M	SAND	Medium	12	1	C12610	0997	144
3		Each		Price per Each	962881032		842629006014	36	1	VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	1	C12610	0997	144
4		Each		Wholesale Price per Each	962881033	4082	842629006021	36		VLOUR W CRCH JKT 9/30 SAND XL	SAND	XLarge	12	1	C12610	0997	84

tumber of Line Items 4

'otal Extended Line m

4,795.20

**Total Order Qt** 

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(page break)		 	<del></del>	<del></del> _	<del>-</del> .,	<del>,</del>		<del>-,</del>	 	

Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 25 of 90

		O.	23C 2	2.00-QV	-10000-	I (IVID-	T W DO	Juine	5111 C	10-4	1 110	50 00/	23/2	.000	r age z	.0 01	30
	_ •	.[	<u> </u>	{		[				[	[		^	Γ.	Ţ	[	••
			: Men : 8/30	yns 2005 4:28	:26 PM	<del></del>	Pu	ırcha	se C	rder	<del></del>		<del></del>			,	·
) 30 30 10	ans Control No 101262087  Control No 101262087  Control No 108/30/2005  Condor No 1086423  Control Code  Control Code  Control Code  Control Code  Control Code  Code Code  Code Code  Code Code Code  Code Code Code  Code Code Code Code Code Code Code Code								Vendo	imber Iment No r Name Name		Original 0962-38 962 GREAT Origin	305240		RLLC		
Descr COMPTON CA Decial Order Type Firms Basis DateType Delivery Date Firms Disc Days Due								Terms Terms	Disc Per	cent	No Bad Basic						
aip/Deliver Not 09/23/2005									Descr Jeliyer No	t After	N30RO 09/30/2		RTV+1	%V/H			
DI SI	rting (	п Тур		USE READY TO SHIP WEB						ig Code 7 port Type ction Store No	•	Assign 1	oy Buy	er			
hi hi	to S	iore N iore A iore S i Days	ddres: tate	•					Ship t	o Gode o Store Ci o Store Zi	•	0911					
		О Тур		POST-DI	STRO						• _		•				
3.5	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code		Muit Price Qty	Product Descr	Color Descr		No. of Pack	No of Inner Pack		Store No 1	Stor No 1 Qty
	600		9.25	Wholesale Price per Each	962881010	428	842629005048	28	1	PNK CHRMS CA MI 9/30 S	PINK	SMALL	12	1	C12610	0911	600
	1200	Each	9.25	Wholesale Price per Each	962881011	428	842629005055	28	1	PNK CHRMS CA MI 9/30 M	PINK	Medium	12	1	C12610	0911	1200
	1200	Each	9.25	Wholesale Price per	982881012	428	842629005062	28	1	PNK	PINK	Large	12	1	C12610	0911	1200

70	uty		Price	Basis Unit Price		Vendor Style No	UPC Code		Product Descr			of	No of Inner Pack		Store No 1	
	600	Each		Wholesale Price per Each	962881010	428	842629005048	28	PNK CHRMS CA MI 9/30 S		SMALL	12	1	C12610	0911	600
	1200	Each		Wholesale Price per Each	962881011	428	842629005055	28	PNK CHRIMS CA MI 9/30 M		Medium	12	1	C12610	0911	1200
		Each		Price per Each	962881012		842629005062	28	PNK CHRMS CA MI 9/30 L	PINK	Large	12	1	C12810	0911	1200
	600	Each		Wholesale Price per Each	962881013	428	842629005079	28	PNK CHRMS CA MI 9/30 XL	PINK	XLarge	12		C12610	0911	600

 774. 3.4	11 ND	TO COL	1.62	<u>.</u>
i nis aata set was	s generated by DItro	ans(IM) of Dicentr	al Corporation	

N30ROG+1%RTV+1%WH

0986

0986

eceived from; Mer		Purchase Order	
rans Control No 'O Type 'O Date 'endor No 'romotion Code	101279287 Delivery Order 08/30/2005 0066423	Trans Type PO Number Department Vendor Nam Guest Name	No 962 RO GREAT WHITE BEAR LLC
Puest Contact OB Descr Special Order Type Sims Basis DateTyp Terms Disc Days Du		FOB Point Sale Req Ty Terms Type Terms Disc Terms Desc	Basic Percent

Terms Descr ihip/Deliver Not lefore 09/23/2005 'romotion Start

Ship/Deliver Not After 09/30/2005 **Routing Code Type** Assign by Buyer

**louting Code** USE READY TO SHIP WEB **Transport Type** astruction Type Instruction Juyer Name **Buyer Store No** ihip to Store Name Ship to Code ihip to Store Address Ship to Store City thip to Store State

Ship to Store Zipcode 'erms Net Days Release No 0001 lervyn PO Type POST-DISTRO

40		Unit	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	k i	Store No 1	Store No 1 Oty
	96	Each	 Wholesale Price per Each	962881010	428	842629006048	28		PNK CHRMS CA MI 9/30 S	PINK	SMALL	12	1	C12610	0986	96
	·	Each	Wholesale Price per Each	962881011	428	842629005055	28		PNK CHRMS CA 1MI 9/30 M	PINK	Medium	12	1	C12610	0986	204
	204	Each	Wholesale Price per Each	962881012	428	842629005062	28	1		PINK	Large	12	1	C12610	0986	204
	B4	Each	Wholesale Price per Each	962881013	428	842629005079	28		PNK CHRMS CA MI 9/30 XL	PINK	XLarge	12	1	C12610	0986	84

tumber of Line Items	4
otal Extended Line	5,439.00
313	

**Total Order Qt** 588.0

This data set was generated by DItrans(TM) of DIcentral Corporation rage break)

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d mom: Ma I time: 9/2	28:30 PM		Purc	chase (	Order			•	

**Frame Control No** 101279287 \*O Type **Delivery Order** <sup>2</sup>O Date 08/30/2005 /endor No 0066423

<sup>3</sup>romotion Code **Suest Contact** 

FOB Descr COMPTON CA

Special Order Type

erns Basis DateType Delivery Date

erms Disc Days Due

ihip/Deliver Not 09/23/2005 lefore

**Promotion Start** 

**louting Code** USE READY TO SHIP WEB

nstruction Type **Buyer Name** ihip to Store Name hip to Store Address ihip to Store State erms Net Days

fervyn PO Type POST-DISTRO Trans Type Original **PO Number** 0962-3805240

Department No 962

**Vendor Name GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order

Terms Type Başic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer

Transport Type Instruction

Buyer Store No 0993 Ship to Code

0993

Ship to Store City

Ship to Store Zipcode

Release No

0001

Ю	Š	Unit	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr			No of Pack	No of Inner Pack		Store No 1	Store No 1 Qty
		Each	Wholesale Price per Each	962881010	428	842629005048	28		PNK CHRMS CA MI 9/30 S	PINK	SMALL				0993	108
		Each	Wholesale Price per Each	962881011	428	842629005065	28		PNK CHRMS CA MI 9/30 M	PINK	Medium	12	1	C12610	0993	240
		Each	Price per Each	962881012	_	842629005062	28		PNK CHRMS CA MI 9/30 L	PINK	Large	12	1.	C12610	0993	216
ľ	08	Each	Wholesale Price per Each	962881013	428	842629005079	28		PNK CHRMS CA MI 9/30 XL	PINK	XLarge	12	1	C12610	0993	108

umber of Line Items	4
otal Extended Line	6,216.00

**Total Order Qt** 

672.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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izte :	and time:	9/20/200	5 4:28:30	PM		Pt	ırchase	Order					
				*	<del></del>	<del></del>		·	 			•	

 Frank Control No
 101279287
 Trans Type
 Original

 \*O Type
 Delivery Order
 PO Number
 0962-3806240

 \*O Date
 08/30/2005
 Department No
 962

 \*rounction Code
 Vendor Name
 GREAT WHITE BEAR LLC

Promotion Code
Promotion Code
Suest Contact

Vandor Name

FOB Point Origin

FOB Point Origin

FOB Point Origin

Sale Reg Type

No Back Order

Terms Type

Basic

Terms Basis DateType Delivery Date
Terms Disc Percent

Terms Disc Days Due

Terms Descr N30ROG+1%RTV+1%WH

Jefore Ship/Deliver Not After 09/30/2005

romofion Start
Couting Code USE READY TO SHIP WEB
Routing Code Type Assign by Buyer

Instruction Type
Suyer Name
Ship to Store Name
Ship to Store Name
Ship to Store Name
Ship to Code
Ship to Code
Ship to Code

ihip to Store Address
Ship to Code 0996
Ship to Store State
Ship to Store City
Ship to Store Zipcode

Well-ase No 0001

40		Unit	Price	Basis Unit Price	Catalog No	Vendor Style No	UPC Code	Retai Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	i l	Store No 1	Store No 1 Qty
				Price per Each	962881010		842629005048	28		PNK CHRMS CA MI 9/30 S	PINK	SMALL	12			0996	132
		Each	·	Wholesale Price per Each	962881011	428	842629005055	28	1		PINK	Medium	12	1	C12610	0996	324
		Each		Wholesale Price per Each	962881012	428	842629005062	28	1		PINK	Large	12	1	C12610	0996	336
	144	Each		Wholesale Price per Each	962881013	428	842629005079	28	1		PINK	XLarge	12	1	C12610	0996	144

umber of Line items	4	Total Out o.	
otal Extended Line	8,658.00	Total Order Qt	936.0

age break)

This data set was generated by Ditrans(TM) of Dicentral Corporation

Date and time: 8/11/2005 3:28:38 AM Purchase Order 00884

Trans Control No 101246420

PO Type - Delivery Order

PO Date 08/05/2005

Vendor No 0086423

Promotion Code

Promotion Code Guest Contact

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

08/25/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days

Mervyn PO Type POST-DISTRO

pariment No

Vendor Name GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Origin .
Sale Req Type No Back Order
Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

Routing Code Type Assign

Assign by Buyer

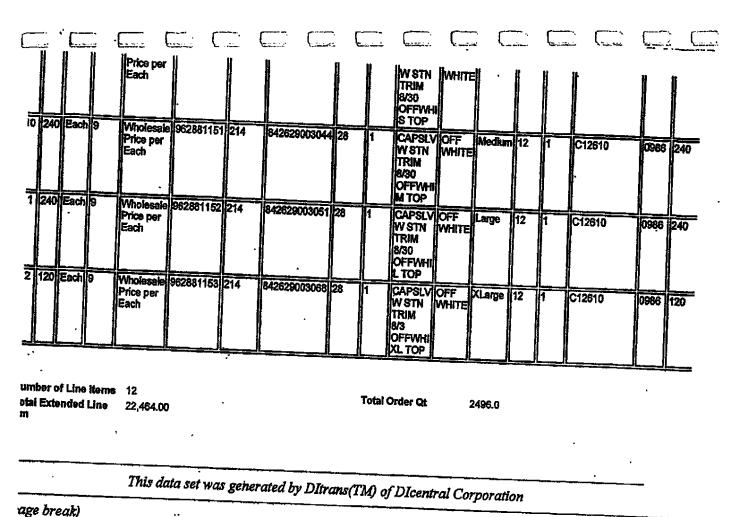
Transport Type
Instruction

Buyer Store No 0986 Ship to Code 0986

Ship to Store City Ship to Store Zipcode

Release No 0001

52	180	Unit		Unit Price	No	Vendor Style No		<u> </u>	Mult Price Qty		Desci		No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
				Price per Each	962881138		842629003112	28	R I	STRCH POPLN 3/4 SLV 8/30 WHT S	WHITE	SMALL	12	1	C12610	0986	180
2		Each	9	Wholesale Price per Each	962881139	446	842629003129	28		STRCH POPLN 3-4 SLV 8/30 WHT M	WHITE	Medium	12	1	C12610	0986	348
3	348	Each	9	Wholesale Price per Each	962881140	446	842629003136	28	1	STRCH POPLN 3/4 SLV 8/30 WHT L	WHITE	Large	12	1	C12610	0986	348
	180	Each	9	Wholesale Price per Each	962881141	446	842629003143	28	1	STRCH POPLN 3/4 SLV 8/30 WHT XL	WHITE	XLarge	12	4	C12610	0986	180
		Each		Price per Each	962881148		842629003075	28	1		WHITE	SMALL	12	1	C12610	0986	120
		Each		Price per Each	962881147		842629003082	28		WHT. POLO WEMB 8/30 M	WHITE	Medium	12	1	C12610	0986	240
		Each		Price per Each	962881148		842629003099	28		WHT POLO WEMB 8/30 L	WHITE	Large	12	*	C12610	0986	240
	120	Each		Wholesale Price per Each	962881149	243	842629003105	28		WHT POLO W EMB 8/30 XL	WHITE	XLarge	12		C12610	0986	120
T	120	Each	9	Wholesale	962881150	214	342629003037	28	1	CAPSI V	OFF	SMALL	10		^4204A		=



P\_ 00885

# Received from: Mervyns Date and time: 8/11/2005 3:28:38 AM Purchase Order

 Trans Control No
 101246420
 Trans Type
 Original

 PO Type
 Delivery Order
 PO Number
 0962-4816365

 PO Date
 08/05/2005
 Department No
 962

 Vendor No
 0066423
 Vendor Name
 GREAT WHITT

Promotion Code
Guest Contact

FOR Point

Vendor Name
GREAT WHITE BEAR LLC
Guest Name
FOR Point

Origin

FOB Descr COMPTON CA Sale Reg Type No Back Order Special Order Type Terms Type Basic Terms Type Delivery Date Terms Type Basic

Terms Disc Parcent
Terms Disc Days Due
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not 08/25/2005 Ship/Deliver Not After 08/30/2005

Promotion Start Routing Code Type Assign by Buyer
Routing Code USE READY TO SHIP WEB Transport Type
Instruction Type

Buyer Name

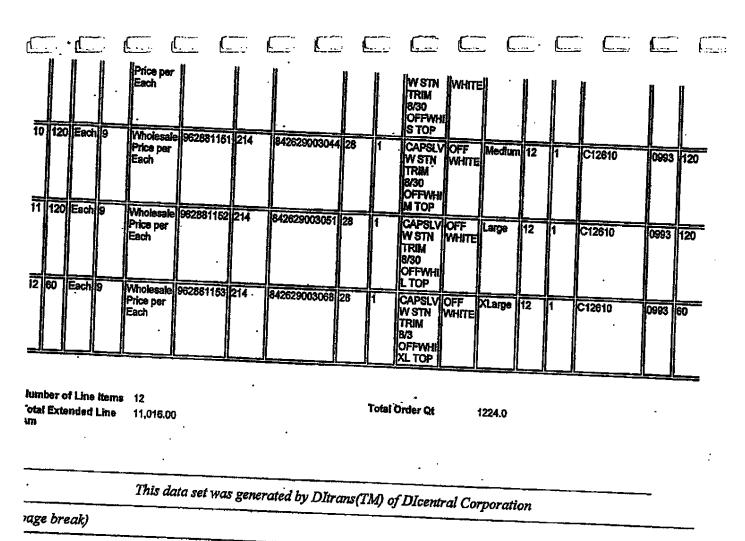
Buyer Store No 0993
Ship to Store Name
Ship to Code 0993
Ship to Store Address

Ship to Store Address
Ship to Store City
Ship to Store State
Ship to Store Zipcode
Terms Net Days
Release No 0001

POST-DISTRO

Mervyn PO Type

Ln Qty Ship Unit Basis Buyer Vendor **UPC Code** Retail Mult Product Color Size No Price Unit Price No Ticket/Hanger Store Store Unit Catalog Style No Price Price Descr Descr of of Code No 1 No 1 No Oty Pack iknner Qty Pack 84 Each Wholesale | 962881138 446 842629003112 28 STRCH WHITE SMALL 12 C12610 0993 Price per 84 POPLN Each 3/4 SLV 8/30 WHTS 2 168 Each 9 Wholesale 962881139 448 842629003129 28 WHITE Medium 12 STRCH C12610 0993 168 Price per POPLN Each 3-4 SLV 8/30 WHT M 168 Each 9 Wholesale 962881140 446 842629003136 28 STRCH WHITE Large 12 Price per Each C12610 0993 1168 POPLN 3/4 SLV R/30 WHTL 84 | Each | 9 Wholesale 962881141 446 842629003143 28 WHITE XLarge 12 STRCH C12610 Price per 0993 84 POPLN Each 3/4 SLV 8/30 WHTXL 60 Wholesale 962881146 243 Each 842629003075 28 WHT WHITE SMALL 12 C12610 0993 60 Price per POLO Each W EMB 8/30 S 120 Each 9 Wholesale 962881147 243 842629003082 28 WHT WHITE Medium 12 C12610 0993 120 Price per POLO WEMB Each 8/30 M 120 Each 9 Wholesale 962881148 243 842629003099 28 WHT WHITE Large 12 C12610 0993 120 Price per POLO Each WEMB 8/30 L 60 Each 9 Wholesale 962881149 243 842629003105 28 WHITE XLarge WHT 12 C12610 Ртісе рег 0993 60 POLO Each WEMB 8/30 XL Wholesale: 9628811501214.



P 00887

eceived from: Mervyns ate and time: 8/11/2005 3:28:38 AM

**Purchase Order** 

00888

rans Control No . 101246420 О Туре **Delivery Order** O Date 08/05/2005 ander No 0066423 remotion Code

**uest Contact** 

**DB Descr** COMPTON CA

**Pecial Order Type** 

arms Basis DateType Delivery Date

Hims Disc Days Due

nip/Deliver Not 08/25/2005

**'Omotion Start** 

outing Code USE READY TO SHIP WEB

struction Type iyer Name ilp to Store Name ip to Store Address rip to Store State rms Net Days

₹rvyn PO Type POST-DISTRO Trans Type Original PO Number 0962-4816365

Department No

Vendor Name GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Reg Type No Back Order Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Assign by Buyer

962

Ship/Deliver Not After 08/30/2005

**Routing Code Type** 

Transport Type

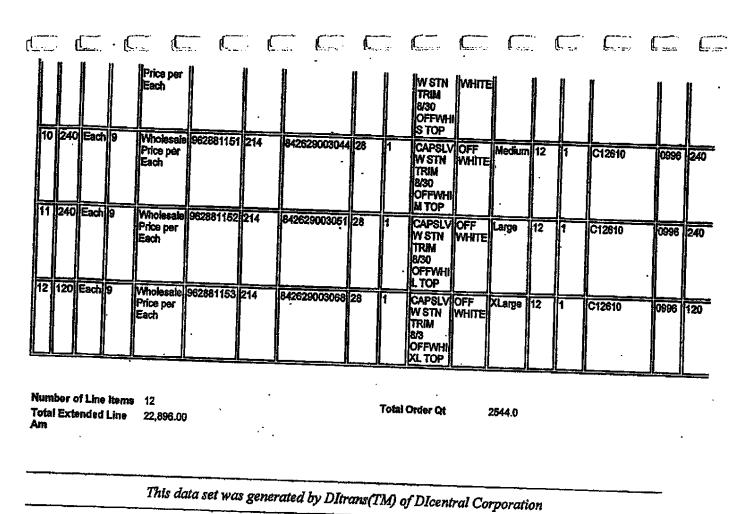
Instruction

Buyer Store No 0996 Ship to Code 0996

Ship to Store City Ship to Store Zipcode Release No

0001

	Un	it   I		Unit Price	No	Vendor Style No		Price	Mult Price Qty	Produc Descr		Size	No of Pack	No of Inner Pack	Ticket/Hange Code	Stor No 1	No 1
180	Eac	n le		Wholesale Price per Each	962881138	446	64262900311	2 28	1	STRCH POPLN 3/4 SLV 8/30 WHT S	ЖНП	SMALL	12	1	C12610	0996	180
372				Price per Each	962881139		84262900312	9 28		STRCH POPLN 3-4 SLY 8/30 WHT M	WHITE	Medium	12	1	C12810	0996	372
572	Each	9	ı II	Wholesale Price per Each	962881140	446	84262900313	28	1		MHIE	Large	12	1	C12610	0996	372
80	Each	9	iji	Wholesale Price per Each	962881141	448	842629003143	28	1	STRCH POPLN 3/4 SLV 8/30	WHITE	XLarge	12	1	C12610	0996	180
20	Each	9	IJŦ	Vholesale Vrice per ach	962881146	243	342629003075	28	1	WHT XL WHT POLO W EMB 5/30 S	WHITE	SMALL	12		C12610	0996	120
	Each			rice per ach	62881147		342629003082	28	1	المستوي	WHITE	Medium	12		C12610	0896	240
	Each		<u>٩</u> =	rice per ach	62881148		42629003099	28	1		WHITE	Large	2 1		12610	996	240
20[]	Each	9	P	/holesale 9 rice per ach	62881149 2	43 8	42629003105	28	V P V	المستحي	WHITE	XLarge 1	2 1	C	12610	996	120



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P 00889

Received from: Mervyns

Date and time: 8/11/2005 3:28:38 AM

**Purchase Order** 

**Trans Control No** 101246420 РОТуре **Delivery Order PO Date** 08/05/2005 **Vendor No** 0066423

**Promotion Code Guest Contact** 

**FOB Descr** COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not 08/25/2005

Before

**Promotion Start** Routing Code USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO Trans Type PO Number Original . . 0962-4816365

Department No 962

Vendor Name **Guest Name** 

GREAT WHITE BEAR LLC

FOB Point Sale Req Type

Origin No Back Order Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 08/30/2005

**Routing Code Type** 

Transport Type

instruction

**Buyer Store No** Ship to Code

Ship to Store City Ship to Store Zipcode

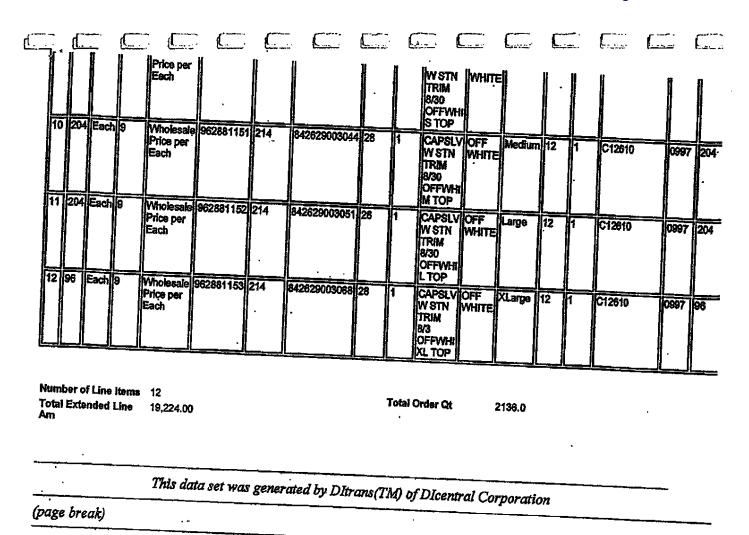
Reiease No

0001

0997

0997

<b>%</b>				Basis Unit Price	Buyer Catalog No	Vendo: Style No	UPC Code	Retair Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hange Code	Ston No 1	Stor No Qty
	156	Each	9	Wholesale Price per Each	962881138	446 .	842629003112	28	1	STRCH POPLN 3/4 SLV 8/30 WHT S	WHITE	SMALL	12		C12610	0997	156
	312			Price per Each	962881139		842629003129	28		STRCH POPLN 3-4 SLV 8/30 WHT M	WHITE	Medium	12	1	C12610	0997	312
		Each		Price per Each	962881140		842829003136	28	1		WHITE	Large	12	1	C12810	0997	312
	156	Each		Price per Each	962881141		842629003143	28	1		WHITE	XLarge	12	1	C12610	0997	156
	96	Each	1 //	Wholesale Price per Each	962881146	243	842629003075	28	1	WHT POLO WEMB 8/30 S	WHITE	SMALL	12	1	C12610	0997	96
		Each		Wholesale Price per Each	962881147	243	842629003082	28	1		WHITE .	Medium	12	1	C12610	0997	204
	204	Each		Wholesale Price per Each	962881148	243	842629003099	28			WHITE	Large	12		C12610	0997	204
99	<b>36</b>	Each	- #	Wholesale Price per Each	962881149 ·	243	842629003105	28		الببين	WHITE	XLarge	12		C12610	0997	96



P 00891

### <u>C.</u>. (

Received from: Mervyns

Date and time: 8/30/2005 4:28:03 PM

**Purchase Order** 

00892

Trans Control No 101262092 PO Type Blanket Order PO Date 08/30/2005 Vendor No 0066423

Promotion Code **Guest Contact** 

FOB Descr COMPTON CA

Special Order Type

Terms Basis Date Type Delivery Date

Terms Disc Days Due

Ship/Deliver Not 09/26/2005

Before

**Promotion Start** Routing Code USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO Trans Type **PO Number** 

**Original** 0962-5038791

Department No

962

**Vendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Req Type Terms Type

No Back Order

Basic

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

Buyer-Store No

0911 0911

Ship to Code

Ship to Store City Ship to Store Zipcode

Release No

52		Unit		Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	1	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	348	Each	11.25	Wholesale Price per Each	962881050	424	842629004980	34	1	WHTBLK STRP PANT 9/30 3	BLACK WHITE	3	12	1	C12610	0911	348
2	696	Each	11.25	Wholesale Price per Each	962881051	424	842629004997	34		WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12610	0911	696
				Price per Each	962881052		842629005000	34		WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12610	0911	1056
4	1056	Each	1	Wholesale Price per Each	962881053	424	842629005017	34		WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0911	1056
5	696	Each		Wholesale Price per Each	962861054	424 .	842629005024	34		WHTBLK STRP PANT 9/30 11	BLACK WHITE	11	12	1	C12610	0911	696
6	348	Each	IJ	Wholesale Price per Each	962881055	424	842629005031	34		WHTBLK STRP PANT 9/30 13	BLÁCK WHITE	13	12	1	C12610	0911	348

Number of Line Items 6

Fotal Extended Line 47,250.00

Total Order Qt

		(	<u>C</u>		C		C	
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eceived from: Mervyns

ate and time: 9/15/2005 3:28:20 AM

**Purchase Order** 

rans Control No

101274190

**9** Туре 'O Date

**Delivery Order** 

fendor No

08/30/2005 0066423

Tomotion Code

**Auest Contact** OB Deacr .

COMPTON CA

pecial Order Type

erms Basis Date Type Delivery Date

erms Disc Days Due

hip/Deliver Not efore

09/26/2005

romotion Start

**buting Code** 

USE READY TO SHIP WEB

istruction Type uyer Name hip to Store Name hip to Store Address hlp to Store State

erms Net Days lervyn PO Type

POST-DISTRO

Trans Type PO Number

Original --0982-5038791

Department No

962

**Vendor Name GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** 

Origin

Sale Req Type Terms Type

No Back Order

Basic

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 

0986 0986

Ship to Code Ship to Store City

Ship to Store Zipcode Release No

0001

		Unit		Unit Price	Catalog No	Vendor Style No		Price	Price Qty		Descr		of	No of Inner Peck	Ticket/Hanger Code	Store No 1	Store No 1 City
84				Price per Each	962881050		842629004980	34		WHTBLK STRP PANT 9/30 3	BLACK WHITE	3	12	1	C12610	0986	84
				Price per . Each	962881051		842629004997	34		WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12610	0986	168
26	4	ach		Wholesale Price per Each	962881052	424	842629005000	34		WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12610	0986	264
25	2	Each		Wholesale Price per Each	962881063	424	842629005017	34	•	WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0988	252
16	8 E	ach	- 1	Wholesale Price per Each	962881054	424	842629005024	34	1	WHTBLK	BLACK WHITE	11	12	1	C12610	0986	168
84	Ē	ach	ı g	Wholesale Price per Each	962881055	424	842529005031	34	1	WHTBLK	BLACK WHITE	13	12	1	C12610	0986	B4

imber of Line items -6

tal Extended Line 11,475.00 Total Order Qt

		<u>(</u>	(	<u>(</u>	<u> </u>			[	<u> </u>	
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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 41 of 90

## 

eceived from: Mervyns

rate and time: 9/15/2005 3:28:20 AM

**Purchase Order** 

Frans Control No 101274190 **Delivery Order** <sup>2</sup>O Type <sup>2</sup>O Date 08/30/2005

/endor No 0066423 **Promotion Code** 

**Suest Contact** 

FOB Descr COMPTON CA

**Special Order Type** 

ferms Basis DateType Delivery Date

l'erms Disc Days Due

Ship/Deliver Not 09/26/2005

3efore

³romotion Start **USE READY TO SHIP WEB** 

Routing Code nstruction Type Buyer Name Ship to Store Name Ship to Store Address **3hip to Store State** 

**Ferms Net Days** 

Hervyn PO Type

Trans Type Original PO Number 0962-5038791

Department No

**Vendor Name** 

**GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** Origin

Sale Reg Type No Back Order

Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer

0001

**Transport Type** instruction

**Buyer Store No** 0993 0993

Ship to Code Ship to Store City Ship to Store Zipcode

Release No

POST-DISTRO

15 No	œ		Unit Price	Basis Unit Price		Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr		of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	
1	72	Each		Wholesale Price per Each	<b>9628810</b> 50	424	842629004980	34		WHTBLK STRP PANT 9/30 3	BLACK WHITE		12	*	C12610	0993	72
2	144	Each		Wholesale Price per Each	962881051	424	842629004997	34		WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12610	0993	144
3	216	Each		Wholesale Price per Each	962881052	424	842629005000	34	·	WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12610	0993	216
4	216	Each		Wholesale Price per Each	962881063	424	842629005017	34	1	WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0993	216
5	144	Each		Wholesale Price per Each	962881054	424	842629005024	34			BLACK WHITE	11	12	1	C12610	D993	144
6	72	Each		Wholesale Price per Each	962881055	424	842629005031	34	1	WHTBLK STRP PANT 9/30 13	BLACK WHITE		12	1	C12610	0993	72

Number of Line Items 6

Am

Total Extended Line 9,720.00

**Total Order Qt** 

Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 43 of 90

## £ ....

leceived from: Mervyns

late and time: 9/15/2005 3:28:20 AM

**Purchase Order** 

Frans Control No

101274190

<sup>5</sup>O Type PO Date

**Delivery Order** 08/30/2005

**/endor No** 

0066423

<sup>3</sup>romotion Code

**Juest Contact** FOB Descr

**COMPTON CA** 

Special Order Type

Ferms Basis DateType Delivery Date

Ferme Disc Days Due

Ship/Deliver Not

09/26/2005

Before

**Promotion Start** 

**Routing Code** 

USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State

Terms Net Days

Mervyn PO Type

Trans Type

Original-

**PO Number** 

0962-5038791

Department No **Yendor Name** 

962

**GREAT WHITE BEAR LLC** 

**Guest Name** 

FOB Point Origin

Sale Req Type

No Back Order

Terms Type

Basic

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 

Ship to Code

0996 0996

Ship to Store City

Ship to Store Zipcode Release No

0001

POST-DISTRO

Ln No		Unit		Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Golor Descr	Size	of	No of Inner Pack		Store No 1	Store No 1 Qty
1	96			Price per Each	962881050	•	842629004980	34	1	WHTBLK STRP PANT 9/30 3	BLACK WHITE		12	1	C12610	0996	96
2	192	Each		Wholesale Price per Each	962881051	424	<b>842629</b> 004997	34 .	1	WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12510	0996	192
3	288	Each	11.25	Wholesale Price per Each	962881052	424	842829005000	34		WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12610	0996	288
4	300	Each	11.25	Wholesale Price per Each	962881053	424	842629005017	34		WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0996	300
5	192	Each		Wholesale Price per Each	962881054	424	842629005024	34		WHTBLK STRP PANT 9/30 11	BLACK WHITE	11	12	1	C12610	0996	192
6	96	Each		Wholesale Price per Each	962881055	424	842629005031	34		WHTBLK STRP PANT 9/30 13	BLACK WHITE	13	12	_	C12610	0996	96

Number of Line Items 6

Total Extended Line 13,095,00

Am

**Total Order Qt** 

	<u>d</u>	<u>[</u>	(	<u></u>	[	[	[	<u> </u>	<u> </u>	<b></b>	[
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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 45 of 90

aceived from: Mervyns

ate and time: 9/15/2005 3:28:20 AM

**Purchase Order** 

P 00900

rans Control No 101274190
O Type Delivery Order
O Date 08/30/2005
endor No 0066423

romotion Code uest Contact

OB Descr COMPTON CA

pecial Order Type

∍rms Basis DateType Delivery Date

эттв Disc Days Due

hip/Deliver Not 09/26/2005

romotion Start

nuting Code III

outing Code USE READY TO SHIP WEB

struction Type
uyer Name
hip to Store Name
hip to Store Address
hip to Store State
erms Net Days

ervyn PO Type

POST-DISTRO

Trans Type PO Number Original 0962-5038791

Department No

962

Vendor Name

GREAT WHITE BEAR LLC

Guest Name

FOB Point ( Sale Req Type 1

Origin No Back Order Basic

Terms Type

Terms Disc Percent Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No 0997 Ship to Code 0997

Ship to Store City Ship to Store Zipcode

Release No 0001

	Unit		Unit Price	No	Vendor Style No		Price	Price Qty		Descr		of Pack	No of Inner Pack	1	Store No 1	Store No 1 Qty
96			Price per Each	962881050		842629004980	34		WHTBLK STRP PANT 9/30 3	BLACK WHITE	3	12	1	C12610	0997	96
			Price per Each	962881051		842629004997	34		WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12610	0997	192
288	Each	11.25	Wholesale Price per Each	962881052	424	842629005000	34		WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12810	0997	288
288	Each	11.25	Wholesale Price per Each	962881053	424	842629005017	34		WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0997	288
192	Each	i i	Wholesale Price per Each	962881054	424	842629005024	34		WHTBLK STRP PANT 9/30 11	BLACK WHITE	11	12	1	C12610	0997	192
96	Each		Wholesale Price per Each	962881055	424	842629005031	34		WHTBLK STRP PANT 9/30 13	BLACK WHITE	13	12	1	C12610	0997	96

umber of Line Items 6

rial Extended Line 12,960.00 n

Total Order Qt

Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 47 of 90

00901

# Received from: Mervyns Purchase Order P 00902

 Trans Control No
 101266280
 Trans Type
 Original

 PO Type
 Blanket Order
 PO Number
 0962-5051166

 PO Date
 09/06/2005
 Department No
 962

 Vendor No
 0066423
 Vendor Name
 GREAT WHITE BEAR ILC

Promotion Code Guest Name

 Greet Contact
 FOB Point
 Origin

 FOB Descr
 COMPTON CA
 Sale Req Type
 No Back Order

 Special Order Type
 Terms Type
 Basic

Terms Basis DateType Delivery Date

Terms Disc Percent

Terms Disc Days Due

Terms Descr N30ROG+1%RTV+1%WH

Shin/Deliver Net 09/28/2005

Ship/Deliver Not 09/28/2005 Ship/Deliver Not After 09/30/2005

Promotion Start Routing Code Type Assign by Buyer
Routing Code USE READY TO SHIP WEB Transport Type
Instruction

Buyer Name Buyer Store No 0911
Ship to Store Name Ship to Code 0911
Ship to Store Address Ship to Store City
Ship to Store State Ship to Store Zincode

Ship to Store State Ship to Store Zipcode
Terms Net Days Release No
Mervyn PO Type POST-DISTRO

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger · Code	Store No 1	
-	348	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0911	348
2	696	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0911	696
3	1056	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40		DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0911	1056
4	1056	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40		DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0911	1056
5	696	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40		DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0911	696
6	348	Each		Wholesale Price per Each	962881131	216	842629003020	40		DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0911	348

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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 49 of 90

## ceived from: Mervyns

te and time: 9/10/2005 8:08:06 AM Purchase Order

 ans Control No
 101270115
 Trans Type
 Original

 2 Type
 Delivery Order
 PO Number
 - 0962-5051166

 2 Date
 09/06/2005
 Department No
 962

Index No 0066423 Vendor Name GREAT WHITE BEAR LLC omedien Code Guest Name

 Jest Contact
 FOB Point
 Origin

 JB Descr
 COMPTON CA
 Sale Req Type
 No Back Order

 secial Order Type
 Terms Type
 Basic

rms Basis DateType Delivery Date
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH

nip/Deliver Not 09/26/2005 Ship/Deliver Not After 09/30/2005

romotion Start Routing Code Type Assign by Buyer >uting Code USE READY TO SHIP WEB Transport Type

struction Type Instruction

yer Name Buyer Store No 0986
iip to Store Name Ship to Code 0986

alp to Store Address
ship to Store City
lip to Store State
Ship to Store Zipcode

HTTRE Net Days Release No 0001 arvyn PO Type POST-DISTRO

		Price	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	ii	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Ston No 1 Qty
84	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12810	0986	84
			Price per Each	962881127		842629002986	40	j	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0986	156
252	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40		DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0986	252
252	Each		Wholesale Price per Each	962881129	216	842629003008	40		DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0986	252
156	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40		DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0986	156
72	Each	14:5	Wholesale Price per Each	962881131	216	842629003020	40		DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0986	72

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Page 51 of 90

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ceived from: Mervyns

te and time: 9/10/2005 8:08:06 AM

#### Purchase Order

ans Control No 101270115 **Delivery Order** .) Type 09/06/2005 ) Date ndor No 0066423

canotion Code sest Contact

)B Descr **COMPTON CA** 

ecial Order Type

rms Basis DateType Delivery Date

rms Disc Days Due

ip/Deliver Not 09/26/2005

fore

omotion Start

USE READY TO SHIP WEB uting Code

struction Type iyer Name ip to Store Name ip to Store Address ilp to Store State rms Net Days

эгvул РО Туре

POST-DISTRO

Trans Type

Original

PO Number

0962-5051166 -

**Department No** 

962

Basic

**Vendor Name** 

**GREAT WHITE BEAR LLC** 

Guest Name

**FOB Point** Origin

Sale Req Type No Back Order

Terms Type

Terms Disc Percent

Terms Descr

N30ROG+1%RTY+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 

0993

Ship to Code

0993

Ship to Store City

Ship to Store Zipcode Release No

n Qty	Ship Vait	Unit Price	Basis Unit Price		Vendor Style No	UPC Gode	Retail Price	Mult Price Oty	Product Descr	Color Descr		No of Pack	of		Store No 1	Store No 1 Oty
72	Each	14.5	Wholesale Price per Each	962681126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0993	72
144	Each		Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0993	144
204	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0993	204
204	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0993	204
144	Each	14.5	Wholesale Price per Each	962881130	216	842629003013 '	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0993	144
72	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0993	72

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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 53 of 90

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ceived from: Mervyns

le and time: 9/10/2005 8:08:06 AM

**Purchase Order** 

ıns Control No 101270115 ) Type **Delivery Order** ) Date 09/06/2005 ndor No 0066423

**emotion Code** lest Contact

COMPTON CA B Descr

ecial Order Type

rms Basis Date Type Delivery Date

rms Disc Days Due

lp/Deliver Not 09/26/2005

fore

omotion Start uting Code USE READY TO SHIP WEB

struction Type yer Name ip to Store Name ip to Store Address ip to Store State rms Net Days

гуул РО Туре

POST-DISTRO

Trans Type PO Number

Department No

**Vendor Name** 

962 GREAT WHITE BEAR LLC

Original

0962-5051168

**Guest Name** 

**FOB Point** Origin Sale Reg Type No Back Order Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer

0001

**Transport Type** Instruction

**Buyer Store No** 0996 Ship to Code 0996

Ship to Store City

Ship to Store Zipcode

Release No

	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	
96	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40		DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0996	96
204	Each		Wholesale Price per Each	962881127	216 ·	842629002986	40		DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	f	C12610	0996	204
312	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40		DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0996	312
300	Each	1	Wholesale Price per Each	962881129	216	842629003006	40		DENIM PKTS W FLAP 8/30 JEAN.9	DENIM	9	12	1	C12610	0996	300
204	Each	ľ	Wholesaie Price per Each	962881130	218	842629003013	40		DENIM PKTS W FLAP 8/30 JEAN 11.	DENIM	11	12	1	C12610	0996	204
96	Each	[	Wholesale Price per Each	962881131	216	842629003020	40		DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	4**	C12810	0996	96

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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 55 of 90

Received from: Mervyns

Date and time: 9/10/2005 8:08:06 AM

#### **Purchase Order**

 Trans Control No
 101270115

 PO Type
 Delivery Order

 PO Date
 09/05/2005

 Vendor No
 9066423

Promotion Code Guest Contact

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Ferms Disc Days Due

Ship/Deliver Not 09/26/2005 Before

Promotion Start

Routing Code USE READY TO SHIP WEB

nstruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Ferms Net Days

Mervyn PO Type POST-DISTRO

Trans Type PO Number Original

er 0962-5051168

Department No

962

Vendor Name GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Sale Req Type

Origin No Back Order

Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No Ship to Code

0997 0997

Ship to Store City

Ship to Store Zipcode

Release No 0001

No			Price	Unit Price	Catalog No	Vendor Style No		Price	Mult Price Qty	Product Descr	Color Descr		of	No of inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	96	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40		DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0997	96
	192	Each		Price per Each	962681127		842629002986	40		DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12810	0997	192
	288	Each		Wholesale Price per Each	962881128	216	842629002993	40		DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0997	288
	300	Each		Wholesale Price per Each	962881129	216	842629003006	40		DENIM PKTS W FLAP 8/30 JEAN 9	ÖENIM	9	12	1	C12610	0997	300
		Each		Wholesale Price per Each	962881130	216	842629003013	40	1		DENIM	11	12	1	C12610	0997	192
	108	Each	- 1	Wholesale Price per Each	962881131	216	842629003020	40		DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12		C12610	0997	108

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fervyn PO Type

POST-DISTRO

Received from: Mervy Date and time: 8/30/2	7⊓\$ .	Purchase Order	
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact FOB Descr Special Order Type Ferms Basis Date Type Ferms Disc Days Due Ship/Deliver Not Sefore	101262094 Blanket Order 08/30/2005 0066423  COMPTON CA Delivery Date	Trans Type PO Number Department No Vendor Name Guest Name FOB Point Sale Req Type Terms Type Terms Disc Percent Terms Descr Ship/Deliver Not After	Original 0962-5465528 962 GREAT WHITE BEAR LLC Origin No Back Order Basic N30ROG+1%RTV+1%WH 09/30/2005
Promotion Start Routing Code Instruction Type Buyer Name Bhip to Store Name Ship to Store Address Ship to Store State Forms Net Days	USE READY TO SHIP WEB	Routing Code Type Transport Type Instruction Buyer Store No Ship to Code Ship to Store City Ship to Store Zipcode	Assign by Buyer  0911  0911

40 LTI			Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty		Color Descr		No of Pack	No of Inner Pack	1	Store No 1	Stc No Qi
]	696	Each		Wholesale Price per Each	962881046	426	842629004942	36		CHARMSE PINK SKIRT 9/30 S	PINK	SMALL	12			0911	69€
I	1404	Each	12	Wholesale Price per Each	962881047	426	842629004959	36		CHARMSE PINK SKIRT 9/30 M	PINK	Medium	12	1	C12610	0911	14(
		Each		Wholesale Price per Each	962881048	426	842629004966	36		CHARMSE PINK SKIRT 9/30 L	PINK	Large	12	1	C12610	0911	140
	698	Each	1 1	Wholesale Price per Each	962881049	426	842629004973	36		CHARMSE PINK SKIRT 9/30 XL	PINK	XLarge	12	1	C12610	0911	69£

lumber of Line Items otal Extended Line .m	4 50,400.00	Total Order Qt	4200.0
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omotion Start rating Code USE READY TO SHIP WEB struction Type

ryer Name ip to Store Name ip to Store Address dp to Store State rms Net Days

stryn PO Type

POST-DISTRO

**Routing Code Type** Assign by Buyer

Transport Type instruction Buyer Store No Ship to Code

0986 Ship to Store City Ship to Store Zipcode Release No

0001

0986

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr		No of Pack	No of Inner Pack	i	Store No 1	Sto No Qt
168	Each	12	Wholesale Price per Each	962881046	426	842629004942	36	1	CHARMSE PINK SKIRT 9/30 S	PINK	SMALL	12			0986	168
324	Each		Wholesale Price per Each	962881047	426	842629004959	36	1	CHARMSE PINK SKIRT 9/30 M	PINK	Medium	12	Í	C12610	0986	324
	Each		Wholesale Price per Each	962881048	426	842629004966	36		CHARMSE PINK SKIRT 9/30 L	PINK	Large	12	1	C12610	0986	324
168	Each		Wholesale Price per Each	962881049	426	842629004973	36		CHARMSE PINK SKIRT 9/30 XL	PIŅK	XLarge.	12	1	C12610	0988	168

mber of Line Items	4
ial Extended Line	11,808.00

Total Order Qt

984.0 1

This data sei	was generated b	y DItrans(TM)	of DIcentral	Corporation
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00				08/30/	•					Number		0962-5	165528	}			
end		-		00664						artment No	)	962			•		
		ion C	ode	4000-4/	23					or Name		GREAT	WHIT	E BEA	RLLC		
	_	onta	-							est Name							
OB I				COMP	TON CA					3 Point		Origin					
peci	ial	Orde	г Туре							Req Type		No Bad	k Order	•			
				ype Deliver	Y Date					ns Type	_	Basic					
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əfor	10	iivər i		09/23/2	2005		•			ns Descr XDeliver No	t After	N30RO 09/30/20		(TV+19			
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_		21TO	••						Buy	er Store No		0993					
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		Store		88						to Store Ci					•		
-		et Da								to Store Zi	pcode						
		PO Ty		POST-E	DISTRO				Rele	ase No		0001					
Q	ty	Ship	Unit	Basis Unit Price	Buyer	Vendor	UPC Code	Retail	Mult	Product	Color	Size	No	No	Ticket/Hanger	16.	1/2:
					No	Style No			Price Qty	Descr	Descr		of	of Inner Pack	Code	No 1	No Qty
		Each		Price per Each	962881046		842629004942	36	1	CHARMSE PINK SKIRT 9/30 S	PINK	SMALL	12	1	C12610	0993	144
		Each		Wholesale Price per Each	962881047	426	842629004959	36	1	CHARMSE PINK SKIRT 9/30 M	PINK	Medium	12	1	C12610	0993	276
27	8	Each	12	Wholesale Price per Each	962881048	426	842629004966	36	1	CHARMSE PINK SKIRT	PINK	Large	12	1	C12610	0983	276
144	4	Each	12	Wholesale Price per Each	962881049	426	842629004973	36		CHARMSE PINK SKIRT	PINK	XLarge	12	1	C12610	0993	144
14	4	Each		Each Wholesale Price per	962881049	426			1	PINK SKIRT 9/30 L CHARMSE PINK				1			

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= n 0		Unit		Basis Unit Price	No	Vendor Style No	UPC Gode	Retail Price	Muit Price Qty	Product Descr	Color Desci	Size	No of Pack	No of inner Pack	Ticket/Hange Code	Store No 1	S
	180	Each	1 1	Wholesale Price per Each	962881046	426	842629004942	36	1	CHARMSE PINK SKIRT	PINK	SMALL	12		C12610	0996	11

	Unit		Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color		No of Pack	No of Inner Pack	1	Store No 1	
	Each		Pritte per Each	962881046		842629004942	36		CHARMSE PINK SKIRT 9/30 S	PINK	SMALL	12		C12610	0996	180
	Each		Wholesale Price per Each	962881047	426	842629004959	36	1	CHARMSE PINK SKIRT 9/30 M	PINK	Medium	12	1	C12610 .	0996	432
	Each		Price per Each	962881048		842529004966	36	1	CHARMSE PINK SKIRT 9/30 L	PINK	Large	12	1	C12610	0996	432
192	Each	1 1	Wholesale Price per Each	962881049	426	842629004973	36		CHARMSE PINK SKIRT 9/30 XL	PINK	XLarge	12		C12610	0996	192

nber of Line Items at Extended Line	4 14,832.00	Total Order Qt	1236,0	
	This data set was gene	erated by DItrans(TM) of DIcentral C	Corporation	
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		Unit		Basis Unit Price	Buyer Catalog No	Vendor Style No.	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr		No of Pack	No of Inner		Store No 1	Stor No '
		Each		Wholesale Price per Each	962881046	426	842629004942	36	1	CHARMSE PINK SKIRT 9/30 S	PIŅK	SMALL	12	Pack 1	C12610	0997	204
		Each		Price per Each	962881047		842629004959	36	1	CHARMSE PINK SKIRT 9/30 M	PINK	Medium	12	1	C12610	0997	372
	372	Each	12	Wholesale Price per Each	962881048	426	842629004966	36		CHARMSE PINK SKIRT 9/30 L	PINK	Large	12	1	C12610	0997	372

inher of Line Items 4 tal Extended Line 13,680.00

192 Each 12

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Wholesale 982881049 426 Price per Each

**Total Order Qt** 

PINK SKIRT 9/30 XL

842629004973 36

1140.0

CHARMSE PINK XLarge

This data set was generated by DItrans(TM) of DIcentral Corporation

C12610

Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 63 of 90

selvéd from: Merv se and time: 7/5/2		Purchase Order	
ins Control No Type Date ador No motion Code est Contact B Descr scial Order Type ins Basis DateType ins Disc Days Due ip/Deliver Not fore	101215288 Blanket Order 07/05/2005 0068423 MIAMI FL Delivery Date 07/18/2005	Trans Type PO Number Department No Vendor Name Guest Name FOB Point Sale Req Type Terms Type Terms Disc Percent Terms Descr Ship/Deliver Not After	Original 0962-5828903 962 GREAT WHITE BEAR LLC Origin No Back Order Basic N30ROG+1%RTV+1%WH 07/22/2005
omotion Start uting Code truction Type yer Name ip to Store Name ip to Store Address ip to Store State ms Net Days rvyn PO Type	USE READY TO SHIP WEB	Routing Code Type Transport Type Instruction Buyer Store No Ship to Code Ship to Store City Ship to Store Zipcode Release No	Assign by Buyer  0911  0911

	Unit	Price	Unit Price	No	Vendor Style No		FIRE	Mult Price Qty	Product Descr	Color Descr	1	ot Pack	No of inner Pack		Store No 1	St N C
3600	Each		Wholesale Price per Each	962881118	109	842629000012	42			LIGHT TURQUOISE		1	12	C12610	0911	3E

mber of Line Items iai Extended Line }	1 48,600.00	Total Order Qt,	3600,0	
	This data set was gener	rated by DItrans(TM) of DIcentral (	Corporation	
ge break)			· · · · · · · · · · · · · · · · · · ·	 

Received from: Mervyns Date and time: 7/10/2005 2:08:09 AM

**Purchase Order** 

Trans Control No 101218498 PO Type Delivery Order **PO Date** 07/05/2005

**Vendor No** 0066423

**Promotion Code Guest Contact FOB Descr** 

MIAMI FL

Special Order Type

Terms Basis DateType Delivery Date Terms Disc Days Due

Ship/Deliver Not 07/18/2005 Before

**Promotion Start** 

Routing Code USE READY TO SHIP WEB

Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO Trans Type PO Number

Original 0962-5828903

Department No **Vendor Name** 

962

GREAT WHITE BEAR LLC

**FOB Point** Sale Req Type

**Guest Name** 

Origin No Back Order

Basic

Terms Type

**Terms Disc Percent** Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/22/2005

Assign by Buyer

**Routing Code Type** Transport Type

Instruction **Buyer Store No** 

0986 0986

Ship to Code Ship to Store City Ship to Store Zipcode

Release No

0001

No		Unit		Unit Price	Buyer Catalog No 962881118	Vendor Style No			Mult Price Qty	Product Descr	Color Descr	l i	Of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Stp No Ct
				Price per Each	902001115	109.	842629000012	42			LIGHT TURQUOISE		1	12	C12610	0986	684

Yumber of Line Hems 1

Total Extended Line 9,234.00

**Total Order Qt** 

684.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

PRINT

Received from: Mervyns

Date and time: 7/10/2005 2:08:09 AM

Purchase Order

Trans Control No 101218498 PO Type **Delivery Order** PO Date 07/05/2005 **Vendor No** 0066423

**Promotion Code** 

**Guest Contact FOB Descr** 

MIAMI FL Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

Promotion Start · **Routing Code** 

USE READY TO SHIP WEB

07/18/2005

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO Trans Type

Original PO Number 0962-5828903

Department No

**Vendor Name** 

GREAT WHITE BEAR LLC

Assign by Buyer

0993

0993

**Guest Name FOB Point** 

Origin Sala Req Type No Back Order

Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/22/2005

**Routing Code Type** 

Transport Type

Instruction

**Buyer Store No** 

Ship to Code

Ship to Store City Ship to Store Zipcode

Release No 0001

No		Unit	13.5	Unit Price Wholesale	Buyer Catalog No 962881118	Vendor Style No	,	Price	Muit Price Qty	Descr		U i	of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	Sto No Qi
			1 1	Price per Each				42		LT TURQ JACQ JKT 7/30 S- XL	LIGHT TURQUOISE		1	12	C12610	0993	468

Tumber of Line Items 1 Total Extended Line 6,318,00 ίm

**Total Order Ot** 

468.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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, s	Recei	ved fr	om: M	lervyns /10/2005 2:	•					Order		C		. Ç.	 '		, —— 	<u></u>
P P V P G P S P P S P P P P P P P P P P P P P	O Ty O Da fendo remes tuest OB D pecia prins pri	te r No r No r Store l Orde Basis Disc D ion St g Code tion Ty lame Store	ode ct r Type DateTy lays De Not art rpe Name Addres State /*	07/05/2 006642 MIAMI I VPP Delivery ue 07/18/20 USE RE	y Order 005 3 =L Date 005 ADY TO SHI	P WEB		•	PO Dep Ven Gue FOB Sale Term Term Ship. Route Transitinstru Buye Ship Ship Ship Ship	Number artment it dor Name at Name i Point Req Type is Disc Pois Describeliver Notice of the Store Notice of the Store Code is S	e ercent lot After Type e o	O96 982 GRI Orig No E Bassi N301 07/2	EAT W in Sack C ic ROG+	WHITE Order 1%RT	BEAR V+1%			
Lino No		Ship Unit	Price	Unit Price	Buyer Catalog No 962881118	Vendor Style No	UPC Code 842629000012	FIICE	Mult Price Qty	Product Descr LT TURQ JACQ JKT 7/30 S- XL	Color I LIGHT TURQU		1	of	No of Inner Pack	Ticket/Hanger Code C12610	Store No 1	Si N C
		of Line ended	ltems Line	1 14,904.00				1	otal O	rder Qt	1	104.0						

This data set was generated by DItrans(TM) of DIcentral Corporation

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Received from: Mer	VVns				··-	<u> </u>	<u> </u>	( <del>.</del>	<u> </u>	<b>F</b>	Common Co.
Date and time: 7/10	V2005 2:08:09 AM			Purc	hase	Order					
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact FOB Descr Special Order Type Terms Basis DateType Terms Disc Days Due Ship/Deliver Not Before Promotion Start Routing Gode	101218498 Delivery Order 07/05/2005 0086423				Trai PO Dep Ven Gue FOE Sale Tern Tern Ship	ns Type Number ariment I dor Name st Name Point Req Typ 1s Type 1s Disc P 1s Descr Deliver N ing Code	No e ercent lot After	Origin No Back Basic	28903 WHITE BE/ Order 3+1%RTV+1 05		
	POST-DISTRO				Instru Buye Ship t	sport Typ Iction r Store No to Code to Store C to Store Z se No	o Pity Ipcode	0997 0997 0001			
	Basis nit Price Catalog No fiolesale 96288111 ice per ach	No	UPC Code 842629000012		Qty	Product Descr LT TURQ JACQ JKT 7/30 S- XL	Color D LIGHT TURQUO	Pescr Size	No No of of Pack Inn Pack	Code	iger Store St No 1 N C 0997 13
Number of Line Items 1 Total Extended Line 1 Am	<b>5,144.00</b>			7	otal O	rder Qt	<b>1</b> :	344.0			
7	his data set wa	s genera	ited by DItra	ns(T)	4) of	DIcentr	al Con	poration	1		
page break)			,		<del></del>	·····			-		

Received from: Mervyns

Date and time: 8/30/2005 7:28:11 PM Purchase Order

 Trans Control No
 101282178
 Trans Type
 Original

 PO Type
 Blanket Order
 PO Number
 0962-6828616

 PO Date
 08/30/2005
 Department No
 962

 Vendor No
 0066423
 Months of the control

Promotion Code
Guest Contact

Vendor Name
Guest Name

FOB Descr COMPTON CA Sale Req Type No Back Order

Terms Type Delivery Date
Terms Type Basic
Terms Type Delivery Date
Terms Disc Percent

Terms Disc Days Due

Ship/Deliver Not D9/28/2005

Ship/Deliver Not After 09/30/2005

Ship/Deliver Not After 09/30/2005

Before Ship/Deliver Not After 09/30/2005
Promotion Start

Routing Code
USE READY TO SHIP WEB

netruction Type

∋uyer Name

Routing Code Type
Assign by Buyer

Transport Type
histruction

Ship to Store Name
Ship to Store Address
Ship to Store Address
Ship to Store City

Ship to Store State

Terms Net Days

Release No

	Unit		Unit Price	Catalog No	Vendor Style No	UPC Code	Retali Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Story No 1	Store No 1 Qty
360	Each	10.8	Wholesale Price per Each	962881022	4082	842629005956	36		VLOUR W CRCH JKT 9/30	BLUE	SMALL	12	1	C12610	0911	360
720	Each		Wholesale Price per Each	962881023	4082	842629005963	36	1	BLUE 8 VLOUR W CRCH JKT 9/30	BLUE	Medium	12	1	C12610	0911	720
20	Each	. #	Wholesale Price per Each	962881024	4082	842629005970	36	1	BLUE M VLOUR W CRCH JKT 9/30	BLUE	Large	12	1	C12810 .	0911	720
8	Each	<u>l</u> l	Wholesale Price per Each	962881025	1082	842629005987	36	1	BLUE L VLOUR W CRCH IKT 9/30 BLUE	BLUE	XLarge .	12		C12610 .	0911	360

imber of Line Items 4 tal Extended Line 23,328.00

Total Order Qt

2160.0

**₽** 00922

**GREAT WHITE BEAR LLC** 

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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 69 of 90

Received from: Merryns

Date and time: 9/17/2005 3:29:02 AM

#### **Purchase Order**

Trans Control No

PO Type PO Date

101276686 **Delivery Order** 08/30/2005

COMPTON CA

0066423

**Vendor No** 

**Promotion Code** 

**Guest Contact FOB Descr** 

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

09/26/2005

Promotion Start

Routing Code

USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Mervyn PO Type

POST-DISTRO

**Trans Type** PO Number

Original 0962-6828616

Department No

962

GREAT WHITE BEAR LLC

**Vendor Name Guest Name FOB Point** 

Origin

Sale Req Type No Back Order

Terms Type

Basic

Terms Disc Percent Terms Descr

N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

**Transport Type** instruction

**Buyer Store No** 

Ship to Code

0993

Ship to Store City

Ship to Store Zipcode

Release No

-.0001

0993

15 <del>2</del>		Unit		Unit Price	No	Vendor Style No	UPC Code	Retai Price	Mult Price Qty	Product Descr	Color Descr		No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
ן 	48			Wholesale Price per Each	962881022	4082	842629005956	36	1	VLOUR W CRCH JKT 9/30 BLUE S	8LUE	SMALL	12	1	C12610	0993	48
2		Each	10.8	Wholesale Price per Each	962881023	4082	842629005963	36		VLOUR W CRCH JKT 9/30 BLUE M	BLUE	Medium	12	1	C12610	0993	108
	96			Price per Each	962881024 :		842629005970	38	·	VLOUR W CRCH JKT 9/30 BLUE L	BLUE	Large	12	1	C12610	0993	96
4	48	Each		Wholesale Price per Each	962881025	4082	842629005987	36	1	VLOUR W CRCH JKT 9/30 BLUE KL	BLUE	XLarge	12	1	C12610	0993	48

lumber of Line Items '4 'otal Extended Line 3,240.00

**Total Order Qt** 

300.0

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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 71 of 90

Received from: Meryyns

Date and time: 9/17/2005 3:29:02 AM

#### **Purchase Order**

Trans Control No 101276686 PO Type **Delivery Order** PO Date 08/30/2005 **Vendor No** 0066423

**Premotion Code Guest Contact** 

**FOB Descr** COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not 09/26/2005 Before

**Promotion Start Routing Code** 

USE READY TO SHIP WEB

Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Ferms Net Days

Hervyn PO Type POST-DISTRO Trans Type

· Original

PO Number

0962-6828616

Department No

962

Vendor Name

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin

Sale Req Type No Back Order

Terms Type

**Basic** 

Terms Disc Percent Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer

Transport Type

Instruction

0996

Buyer Store No Ship to Code

0996

Ship to Store City

Ship to Store Zipcode Release No

0001

Ln No	Ct)	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	inner	Ticket/Hanger Code	Store No 1	No 1
Ţ	156	Each		Wholesale Price per Each	962881022	4082	842629005956	36		VLOUR W CRCH JKT 9/30		SMALL	<b>!</b>	Pack 1	C12610	0996	156
		Each		Price per Each	9628810 <b>2</b> 3		842629005963	36	1	BLUES VLOUR W CRCH JKT 9/30 BLUE M		Medium	12	1	C12610	0996	312
		Each		Price per Each	962881024		842629005970		1	VLOUR W CRCH JKT 9/30 BLUE L	BLUE	Large	12	1	C12610	0996	324
	196	Each	ı	Wholesale S Price per Each	962881025	4082	342629005987	36	1	/LOUR W XRCH KT V30 ELUE	BLUE	KLarge 1	12		C12610	0996	156

umber of Line Items 4 otal Extended Line 10,238.40

**Total Order Qt** 

948.0

Document 68-4 Filed 06/23/2008 Page 73 of 90

Case 2:06-cv-13358-RMB-FM



Received from: Mervyns

Date and time: 9/17/2005 3:29:02 AM

#### **Purchase Order**

**Trans Control No** 101276686 PO Type **Delivery Order** PO Date 08/30/2005 **Vendor No** 0066423

**Promotion Code Guest Contact** 

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Tenns Disc Days Due

Ship/Deliver Not Before

09/26/2005

**Promotion Start** 

**Routing Code** USE READY TO SHIP WEB

Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

**Wervyn PO Type** 

POST-DISTRO

Trans Type

Original

PO Number Department No

0962-6828616

**Vendor-Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Reg Type No Back Order Тентив Туре Basic

**Terms Disc Percent** 

**Terms Descr** N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type Transport Type

Assign by Buyer

Instruction Buyer Store No.

0997 · Ship to Code 0997 -

Ship to Store City Ship to Store Zipcode

Release No

0001

Ln No		Unit		Unit Price	Catalog No	Vendor Style No		Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
				Wholesale Price per Each	962881022	4082	842629005956	36	1	VLOUR W CRCH JIKT 9/30 BLUE S		SMALL	12		C12610	0997	156
		Each		Price per Each	962881023		842629005963	36	1		BLUE	Medium	12	1	C12610	0997	300
		Each		Price per Each	962881024		842629005970	36	4.	VLOUR W CRCH JKT 9/30 BLUE L		Large	12	1	C12610	0997	300
4	156	Each		Wholesale Price per Each	962881025	4082	842629005987	36	1	VLOUR W CRCH IKT 1/30 BLUE (L	BLUE	XLarge	12		C12810	0997	156

lumber of Line Items 4

otal Extended Line ım

9,849.60

**Total Order Qt** 

912.0





Received from: Mervyns

Date and time: 8/30/2005 4:28:16 PM

#### **Purchase Order**

Trans Control No 101262098 PO Type Blanket Order PO Date 08/30/2005 -**Vendor No** 0066423

**Promotion Gode Guest Contact** 

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

09/26/2005

**Promotion Start** 

**Routing Code** 

USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO Trans Type

Original 0962-5828919

PO Number Department No

962

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Origin Sale Reg Type No Back Order Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type instruction

**Buyer Store No** 0911 Ship to Code 0911

Ship to Store City Ship to Store Zipcode

Release No

<b>32</b>	Qty	Unit	Price	Basis Unit Price	No	Vendor Style No			Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1
	600	Each	14.5	Wholesale Price per Each	962881002	422	842629004904	42	1	BLKWHT STRP JKT 9/30 S	MHITE	SMALL	12	1	C12610	0911
2	Ŀ		·	Price per Each	962881003		842629004911	42		BLKWHT STRP JKT 9/30 M	WHITE	Medium	12	1	C12610	0911
3				Price per Each	962881004	·	842629004928	42	1	BLKWHT	BLACK WHITE	Large	12	7	C12610	0911
4	600	Each	14.5	Wholesale Price par Each	962881005	422	842629004935	42		BLKWHT STRP JKT 9/3 XL	BLACK WHITE	XLarge	12	1	C12610	0911
5	584	Each		Wholesale Price per Each	962881014	442	842629008038	28	1		NATURAL	SMALL	12	1	C12610	0911
В		Each		Wholesale Prics per Each	962881015	442	842629006045	28			NATURAL	Medium	12	1	C12610	0911
7		Each		Price per Each	962881016		842629006052	28			NATURAL	Large	12	1 .	C12610	0911
8	564	Each	ll l	Wholesale Price per Each	962881017	442	342629006069	28			NATURAL	XLarge	12		C12610 (	2911

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'Total Extended Line Am	83,502,00	<del>[</del>	<del>[</del>		( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )		<b></b>		<del></del>	<del>-</del>	<b>.</b>	Ţ

Page 77 of 90

teceived from: Mervyns late and time: 9/21/2005 3:28:17 AM

#### **Purchase Order**

Frans Control No 101280307 <sup>2</sup>Q Type

**Delivery Order** <sup>2</sup>O Date 08/30/2005

**fendor No** 0066423

³romotion Code **Buest Contact** 

<sup>2</sup>OB Descr COMPTON CA

Special Order Type

Ferms Basis DateType Delivery Date

ferms Disc Days Due

Ship/Deliver Not 09/26/2005

3efore

Promotion Start

Routing Code USE READY TO SHIP WEB

natruction Type Buyer Name Ship to Store Name .3hip to Store Address Ship to Store State **Ferms Net Days** 

Mervyn PO Type

**POST-DISTRO** 

Trans Type

Original

PO Number 0962-6828919

Department No **Vendor Name** 

962

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin

Sale Reg Type No Back Order

Теппя Туре

**Terms** Descr

Basic

**Terms Disc Percent** 

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** Assign by Buyer

Transport Type

Instruction **Buyer Store No** 

Ship to Code

0988 0986

Ship to Store City

Ship to Store Zipcode

Release No

Ln No		Unit		Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	B Si
1	96	Each	14.5	Wholesale Price per Each	962881002	422	842629004904	42	1	BLKWHT STRP JKT 9/30	WHITE	SMALL	12	1	C12610	0986	96
2	216	Each	14.5	Wholesals Price per Each	962881003	<b>422</b>	842629004911	42	1	BLKWHT STRP JKT 9/30 M	IWHITE	Medium	12	1	C12610	0986	21
3	216	Each	14.5	Wholesale Price per Each	962881004	422	842629004928	42	1	BLKWHT STRP JKT 9/30	BLACK WHITE	Large	12	1	C12610	0986	21
4	84	Each	14.5	Wholesale Price per Each	962881005	422	84262 <del>9</del> 004935	42		BLKWHT STRP JKT 9/3 XL	BLACK WHITE	XLarge	12	1	C12610	0986	82
5	96	Each	9.25	Wholesale Price per Each	962881014	442	842629006038	28	1		NATURAL	SMALL	12	1	C12610	0986	æ
6	216	Each		Wholesale Price per Each	962881015	442	842629008045	28	1	لسسي	NATURAL.	Medium	12	1	C12610	0986	2
7	216	Each	i ji	Wholesale Price per Each	962881016	442	842629006052	28	1		NATURAL	Large	12		C12610	0966	21
8	72	Each		Wholesale S Price per Each	62881017	442	42629006069	28			NATURAL	XLaige	12	1	C12610	) )986	72

			<u></u>		<b></b>				_			··	
		124.00	<u> </u>	Unique and and	6	·	15	<b>₹</b> 4 14 190	<b>V</b>	H	<b>t</b>	L	" L
Am							•						
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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 79 of 90

sceived from: Mervyns

ate and time: 9/21/2005 3:28:17 AM

#### **Purchase Order**

ans Control No

101280307

D Type D Date

Delivery Order 08/30/2005

andor No

0066423

romotion Code

uest Contact

**DB Descr** 

COMPTON CA

pecial Order Type

arms Basis DateType Delivery Date arms Disc Days Due

hip/Deliver Not

store sip/Dell/ 09/26/2005

romotion Start

outing Code

USE READY TO SHIP WEB

etruction Type uyer Name hip to Store Name hip to Store Address hip to Store State

∋rms Net Days

егууп РО Туре

POST-DISTRO

Trans Type

Original

PO Number

0962-6828919

Department No

962

Vendor Name

GREAT WHITE BEAR LLC

**Great Name** 

FOB Point

Origin

Sale Req Type

No Back Order

Assign by Buyer

Terms Type

Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09

r 09/30/2005

Routing Code Type

Transport Type

Instruction Buyer Store No

0993

Ship to Code

0993

Ship to Store City Ship to Store Zipcode

Release No

				Basis Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Stor No	1
	108	Each	14.5	Wholesale Price per Each	962881002	422	842629004904	42	1	BLKWHT STRP JKT 9/30	WHITE	SMALL	12	1	C12610	0993	
	240	Each	14.5	Wholesale Price per Each	962881003	422	842629004911	42	4	BLKWHT STRP JKT 9/30 M	IWHITE	Medium	12	1	C12610	0993	
	240	Each	14.5	Wholesale Price per Each	962881004	422	B42629004928	42	1	BLKWHT	BLACK WHITE	Large	12	1	C12610	0993	
1	80	Each	14.5	Wholesale Price per Each	962881005	422	842629004935	42		JKT 9/3	BLACK WHITE	XLarge	12	1	C12610	0993	
1	08	Each	l	Wholesale Price per Each	962881014	442	842629006038	28	1	VNK   SHLL	NATURAL	SMALL	12	1	C12610	0993	
2	16	Each		Wholesale Price per Each	962881015	442	842629006045	28	1	V NK SHILL	NATURAL	Medium	12	1	C12610	0993	2
2	16	Each	į,	Wholesale ( Price per Each	62881016	442	842629006052	28	1	V NK SHLL	NATURAL	Large	12		C12610	0993	2
Ŧ(	28	ach	· 1	Wholesale S Price per Each	62881017	142	842629006069	28	1	NATRL V NK SHLL N30 XL	NATURAL	XLarge	12		C12610 0	0993	10

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			· ,	<del>-</del>	<del> </del>		•		
Total Extended Line Am	16,986.00			•				•	
	(	- (							

Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 81 of 90

**Purchase Order** 

Trans Control No 101280307 PO Type **Delivery Order** PO Date 08/30/2005 Vendor No 0066423 **Promotion Code** 

Date and time: 9/21/2005 3:28:17 AM

versived iivin: Mervyns

**Guest Contact** 

FOB Descr COMPTON CA

Special Order Type

Terms Basis Date Type Delivery Date

Terms Disc Days Due

Ship/Deliver Not 09/26/2005 Before

Promotion Start

Routing Code

USE READY TO SHIP WEB

nstruction Type **Buyer Name** Ship to Store Name Ship to Store Address 3hip to Store State **Terms Net Days** 

**Jervyn PO Type** POST-DISTRO

Trans Type Original PO Number 0962-6828919 Department No 962

**Vendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

Transport Type instruction

Buyer Store No. 0996 Ship to Code 0996

Ship to Store City

Ship to Store Zipcode

Release No 0001

	_	Uni	Pric	t Basis Unit Price	No	Vendor Style No	UPC Gode	Retai Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner	Ticket/Hange Code	Stor No	9
	156		L	Wholesale Price per Each	962881002	422	842629004904	42	1	BLKWHT STRP JKT 9/30	IWHITE	SMALL	12	Pack 1	C12610	0996	
		Each		Wholesale Price per Each	962881003	422	842629004911	42	1	JKT 9/30	BLACK WHITE	Medium	12 .	1	C12610	0996	
3	60	Each	14.5	Wholesale Price per Each	962881004	422	842529004928	42	1	M BLKWHT STRP JKT 9/30	BLACK WHITE	Large	12	1	C12610	0996	[3
f	68	Each	14.5	Wholesale Price per Each	962881005	422	842629004935	42		JKT 9/3	BLACK WHITE	XLarge	12	1	C12610	0996	
1	32	Each :	9.25	Wholesale Price per Each	962881014	442	342629006036	28	1	V NK SHLL	NATURAL	SMALL	12		C12610	0996	
33	6	ach	9.25	Wholesale Price per Each	62881015	142	42629006045	28		9/30 S VATRL VNK SHLL	VATURAL	Medium	12 1	-	C12810 ·	996	33
33	8	ach	[	Wholesale 9 Price per Each	62881016 4	42 8	42629006052	28 1	N S	HLL	IATURAL	Large	12 1		12610	998	<del>=</del> %
5	BE	ach	- 1	Wholesale 90 Price per Each	32881017 4	42 B	12629006069 2	8 1	N	ATRL N NK HLL	ATURAL	(Large	2 1	- 0	12610 0	996	=  E

Total Extended Lin	e 23,844.00		<del>-</del>		, ————————————————————————————————————	E.	( <del>*****</del>	<b>=</b>		
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Received from: Mervyns

Date and time: 9/21/2005 3:28:17 AM

# **Purchase Order**

Trans Control No 101280307 РО Туре **Delivery Order** PO Date

08/30/2005 Vendor No 0066423

**Promotion Code Guest Contact** 

**FOB Descr** COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before 09/28/2005

**Promotion Start** 

Routing Code USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO Trans Type

Original

PO Number 0962-6828919

962

Department No **Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Sale Req Type

Origin No Back Order

**Terms Type** Terms Disc Percent

Basic

Terms Descr N30ROG+1%RTV+1%WH Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer **Transport Type** 

instruction

**Buyer Store No** 

0997

Ship to Code

0997

Ship to Store City Ship to Store Zipcode

Release No

70		Uni	P	ice	Basis Unit Price	No	Vendo Style No	UPC Code	Reta Pric	Muli Price Qty	Produc Descr	t Color Descr	Size	No of Paci	No of	Ticket/Hanger Code	Sto	re 1
	240	Eacl	14	ı	Wholesale Price per Each	962881002	422	84262900490	42	1	BLKWH STRP JKT 9/30	BLACK	SMALL	JI	Pack 1	C12610	099	7
	396	Eacl	14.	Ш	Wholesale Price per Each	962881003	422	842629004911	42	1	S BLKWHI STRP JKT 9/30	BLACK WHITE	Medium	12	1	C12610	0997	
	384	Each	14.		Wholesale Price per- Each	962881004	422	842629004928	42	1	M BLKWHT STRP JKT 9/30	IWHITE	Large	12	1	C12610	0997	
	40	Each	14.	F	Vholesale Price per ach	962881005	422 ·	842629004936	42		L BLKWHT	<u> </u>	XLarge	12	1	C12610	0997	
2	28	Each	9,25	. ∏P	Vholesale rice per ach	962881014	442	842629006038	28		XL NATRL V NK SHLL	NATURAL	SMALL	12	1	C12610	0997	
3	80	ach	9.25	JP.	/holesale rice per ach	62881015	442	842629006045	28	1	9/30 S	NATURAL	Medium	12		C12610 (	997	3
36	20	ach	9.25	Pr	holesale 9 rice per ach	62881016	142	342829006052	28	1 1	VATRL VAK SHLL	NATURAL	Large	12		212610	997	EX
22	8 E	ach	9.25	Pr	holesale 9 ice per ich	62881017	42 8	42629006069	28		V30 L IATRL VNK HLL	NATURAL	XLarge	12 1		12610 0	997	ž

Total Extended Line 29,148.00	1		<u></u>	<u></u>					<u> </u>	<u> </u>
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Case 2:06-cv-13358-RMB-FM Document 68-4 Filed 06/23/2008 Page 85 of 90

Received from: Mervyns

Date and time: 7/1/2005 3:28:06 AM

# Purchase Order

Trans Control No 101213149 PO Type Delivery Order PO Date 06/28/2005

**Vendor No** 0066423

**Promotion Code Guest Contact** 

**FOB Descr** AZUSA CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

07/18/2005

Promotion Start

**Routing Code** 

USE READY TO SHIP WEB

instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO Trans Type PO Number

Original 0962-7545644

Department No

**Vendor Name** GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin . Sale Req Type No Back Order

**Terms Type** Terms Disc Percent Basic\*

962

Terms Descr

N30ROG+1%RTV+1%WH Ship/Deliver Not After 07/21/2005

Routing Code Type Transport Type

Assign by Buyer

Instruction Buyer Store No

Ship to Code

Ship to Store City Ship to Store Zipcode

Release No

0001

0986

0986

No	Priçe	Unit Price Wholesale	Buyer Catalog No 962881106	No	Price	Mult Price Qty	Descr		of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Sto No Qt
<u></u>	l	Price per Each			36		LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE	1	12	C12610	0986	624

umber of Line Items 1

otal Extended Line 7,800.00 Total Order Qt

624.0

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		28:06 AM			Full	mas ——	e Orde	r						-	
Trans Control No	10121	13149							·	_	<del></del> -		<del></del>		_
PO Type	Delive	≆y Order		•			ans Type			gina					
PO Date	06/28/			۲			) Number		09(	2-7	4564	; -			
Vendor No	00664	23					partment		962	•					
Promotion Code							ndor Nan		GR	EAT	WHIT	E BEA	RLLC		
Guest Contact							est Name	•							
FOB Descr	AZUS/	A CA					B Point		Ork	in					
Special Order Type							e Reg Ty	be			Orde	•			
Terms Basis DateType	Deliver	y Date					ms Type		Bas	ic					
I BUILLE DIEC DEAS DAG							ms Disc								
Ship/Deliver Not Before	07/18/2	2005					ms Desci		N30	ROG	<del>;+</del> 1%f	TV+19	KWH		
Promotion Start						Shi	p/Deliver	Not After	07/2				•••		
Routing Code	•					Roi	iting Cod								
Instruction Type	USER	EADY TO SI	HIP WEE	}		Tra	nsport Ty	e type	Assi	gn b	y Buye	ı.			
Buyer Name							action	þe							
Ship to Store Name							er Store (	·-	5456						
Ship to Store Address						Shir	to Code	10	0993						•
Ship to Store State						Shir	to Store	CH.	0993	•					
Terms Net Days						Shin	to Store	Zinaada							
U	POST-D					Rele	ase No	heads	0001				•		
														;	
Ln Qty Ship Unit E	3asis	Buyer	Vendor	UPC Code	Pata:	100014	115	1/							
No Unit Price Un	It Price	Catalog No	Style		Price	Price	Product Descr	Color De	scr	Size		No	Ticket/Hange	Store	le.
<u> </u>		100	No	[] j		Qty	2000,	I	.		Of Pack	of Inner		No 1	N
336 Each 12.5 Wh	olesale	962881106	108	872182008453		<u> </u>						Pack		1	q
l Pric	≫iper []			107 2 192000463	35	1	LS CRTA	TURQUO	ISE		1		C12610	0993	<u></u>
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allahan asa t															
umber of Line Items 1						Total 4	Order Qt	_							
stal Extended Line 4,:	200.00					· vial (	-raer Ut	3	36.0						

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P 00941

Received from: Mer Date and time: 7/1/	Wine	Purchase Order	
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact	101213149 Delivery Order 06/28/2005 0068423	PO Number 0 Department No 9	Driginal 1962-7545644 162 SREAT WHITE BEAR LLC
FOB Descr Special Order Type	AZUSA CA	Sa <del>le</del> Req Type N	krigin Io Back Order
Terms Basis DateTyp Terms Disc Days Due	e Delivery Date	Terms Type B: Terms Disc Percent	asic
Ship/Deliver Not Before	07/18/2005	Terms Descr N: Ship/Deliver Not After 07	30ROG+1%RTV+1%WH 7/21/2005

Promotion Start
Routing Code
USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days

Mervyn PO Type POST-DISTRO

Ship/Deliver Not After 07/21/2005

Routing Code Type Assign by Buyer Transport Type Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode Ralease No 0001

No	Ship Unit Each	Unit Price	Buyer Catalog No 962881106	Vendor Style No		-1104	Mult Price Qty	Product Descr	Golor Descr	of	No . of Inner Pack		Store No 1	Sto No Qt
		Price per Each		108	872182008453	36		LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE	1	12	C12610	0996	768

Number of Line Items 1 Total Extended Line 9,600.00 Am

**Total Order Qt** 

768.0

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P 00942

ate a	and tim	ne: 7/	lervyns /1/2005 3:2	8:06 AM			Purc	hase	Order	·	T						
O Type of the stat	te r No r No dion C donta escr i Orde Basis Diec D eliver iion St g Code	r Type DateT Days D Not art p Mame Addre State	06/26/ 00664/ AZUS/ ype Deliver ue 07/18/2	ny Order 2005 23 A CA y Date 2005	∄P WEB			PO Dep Ver Gue FOI Sale Ten Ten Ship Rou Tran Instu Buye Ship Ship	Number Number Partment (ador Name 53 Point 52 Req Type ms Disc Point Described Point Type 15 Point T	ercent Not After Type ea	096 962 GR Orig No Bas N30	PEAT VERT SEARCH	Order +1%R	TV+19			
Qty	Unit	Unit Price		Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color D	escr	Size	of :	No of Inner	Ticket/Hanger Code	Store No 1	Sto No Q1
672	Each	12.5	Wholesale Price per Each	962881106	108	872182008453	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQU	OISE		1	Pack 12	C12610	0997	672

This data set was generated by DItrans(TM) of DIcentral Corporation

**Total Order Qt** 

672.0

mber of Line Items 1

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al Extended Line 8,400.00

Date and time: 7/7/2005 2:08:04 PM		Purchas	e Order	·····	· ·					
Trans Control No 101217112		To	ans Type		<b></b>				-	
PO Type Blanket Order PO Date 07/07/2005			O Number		Drigina Tosan	19 170886			. •	
4110112000	•		partment No		1802-7 162	/ VOOC	U			
Vendor No 0056423 Promotion Code	•		ndor Hame	_		F WATER	TË RE	AR LLC -		
Guest Contact	٠		iest Name		•			-n.c.c-		
FOB Descr MIAMI FL			B Point	C	Xigin					
Special Order Type			le Req Type	N	lo Bac	k Orde	<b>3</b> F			
Terms Basis DateType Delivery Date			гте Туре		asic					
Terms Disc Days Due			mas Disc Perce							
Ship/Deliver Not 08/01/2005			ms Descr	· N			RTV+:	1%WH		
Before Promotion Start		Sn	ip/Deliver Not	After 0	3/05/2	005				
<b>—</b>		Ro	uting Code Typ	De As	ssian I	<b>Бу Ви</b> у	or			-
Routing Code USE READY TO SHIP W	ÆB		nsport Type	,- ,,	- v.g	-, vuj	<b>6</b> 1			•
Buyer Name	•		truction					. •	•	
Ship to Store Name			er Store No	09	H1					
Ship to Store Address			p to Code	09	11					
Ship to Store State			p to Store City							
Terms Net Days			p to Store Zipc	ebos						
Mervyn PO Type POST-DISTRO		1.46 k	ease No							
								•		
Ln Qty Ship Unit Basis Buyer Ve	ndor UPC Code	Retail Mu	It Product				_	,		
Catalog   S	tyle No	Price    Pri	ce Descr	Color Descr	Size	No of	No of	Ticket/Hanger Code	Store	Store
	· · · !!	G	y		1 1	Pack	Inner	11	uo i	No 1 Qty
1 1200 Each 10.75 Wholesale 962881117 18	842629000111	34 1	BLK	BLACK	⊨≟		Pack	[		
Price per			BNGALINE	DLACK		1	12	C12610	0911	1200
			PANT 7/30 3-13	1 1			1			ŀ
		/	10-10	ı B	!		1	ī l	a í	ı

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12,900.00

Rec	eiv eiv	ed fr nd tir	om: M ne: 7	lervyns /12/2005 3:	28:17 AM	•		Purci	nase	Order	ч			•		<b>1</b>	1
PO T PO E Venc Pron Guer FOB Spec Term Term Ship/ Befor Routi Instru Buyer Ship i	Type Date of D	e No No Oonta Secr Orde Basis Disc E Iliver I Code Son Ty ame Store Store Ottore	ode ct Type DateT Pays D Not art pe Name Addre State ys	07/07/ 00664; MIAMI ype Deliver 196 08/01/2	ry Order 2005 23 FL y Date 1005 EADY TO SH	IP WEB			PO Dep Ven Gue FOE Sake Ten Ten Ten Ten Ten Rou Institution Ship Ship Ship Ship Ship Ship	ns Type Number nariment No ndor Name set Name 3 Point a Req Type ms Disc Pen ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Descr ms Type ms Descr	cent t After ype	962 GRE/ Origin No Ba Basic	-77088 AT WH ck Ord DG+19 2005	ITE BE	SAR ILC		•
15 G		Unit	Price	Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Desc		of	No of Inner	Ticket/Hanger Code	Store No 1	Store No 1 Qty
33	16	Each	10.75	VVholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACI		1	Pack 12	C12810	0986	336

This data set was generated by DItrans(TM) of DIcentral Corporation

Case 2:06-cv-13358-RMB-FM Document 68-5 Filed 06/23/2008 Page 2 of 65

C. C. C.

Received from: Mervyns

Date and time: 7/12/2005 3:28:17 AM

# **Purchase Order**

Trans Control No 101220609 РО Туре **Delivery Order** PO Date 07/07/2005 **Vendor No** 0066423

**Promotion Code Guest Contact** 

FOB Descr MIAMI FL

Special Order Type

Terms Basis DateType Delivery Date Terms Disc Days Due

Ship/Deliver Not Before 08/01/2005

**Promotion Start** 

**Routing Code** USE READY TO SHIP WEB

Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Mervyn PO Type POST-DISTRO Trans Type

PO Number

Original

0962-7708860

Department No

962

**Vendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Sale Red Type

Origin No Back Order

Terms Type Basic

**Terms Disc Percent** Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/05/2005

Routing Code Type -

Assign by Buyer

Transport Type Instruction

Buyer Store No Ship to Code

0993 0993

Ship to Store City Ship to Store Zipcode

Release No

0001

Unk	Price	Unit Price	Buyer Catalog No 962881117	No			Muit Price Qty	Product Descr	Color Descr	1) I	of Pack	No of loner Pack	Code T	Store No 1	Store No 1 Qty
		Price per Each	502001117	162	842629000111	34		BLK BNGALINE PANT 7/30 3-13	BLACK				C12610	0993	168

lumber of Line Items 1

'otal Extended Line 1,808.00

**Total Order Qt** 

168.0

This data set was generated by DItrans(TM) of DIcentral Corporation

Date and time: 7/12	/2005 3:28:17 AM	Purchase Order	,
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact	101220609 Delivery Order 07/07/2005 0066423	Trans Type . PO Number Department No Vendor Name Guest Name	Original 0962-7708860 962 GREAT WHITE BEAR LLC
FOB Descr Special Order Type Terms Basis Date Type Terms Disc Days Due Ship/Deliver Not Before	MIAM! FL Delivery Date 08/01/2005	FOB Point Sale Req-Type Terms Type Terms Disc Percent Terms Descr Ship/Deliver Not After	Origin No Back Order Basic N30ROG+1%RTV+1%WH 08/05/2005
Promotion Start Routing Gode Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days	USE READY TO SHIP WEB	Routing Code Type Transport Type Instruction Buyer Store No Ship to Code Ship to Store City Ship to Store Zipcode	Assign by Buyer  0996 0996
A	POST-DISTRO	<b>*</b> • • •	0001

No	·	Unit	Unit Price	Buyer Catalog No 962881117	No		Retail Price	Mult Price Qty		Color Descr		of Pack	No of Inner Pack	U . 1	Store No 1	Store No 1 Qty
			 Price per Each	902061317	162	842629000111	34		BLK BNGALINE PANT 7/30 3-13	BLACK	·				0996	432

Number of Line Items 1 Total Extended Line 4,644.00 Am

Total Order Qt

432,0

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leceived from: Mervy late and time: 7/12/2	2005 3:28:17 AM		- ·	Purcl	hase	Order							
rans Control No 'Q Type 'O Date fender No 'tomotion Code	101220609 Delivery Order 07/07/2005 0066423		•	,	PO Dep	ns Type Number artment No dor Name		962	77088	-	EAR LLC		
Suest Contact 'OB Descr Special Order Type	MIAMI FL		·		FQE Sale	st Name Point Req Type ns Type	•	Origin		•			
erms Basis DateType erms Disc Days Due hip/Deliver Not lefore romotion Start	Delivery Date 08/01/2005				Tem Tem	ns Disc Pero ns Descr /Deliver Not	ent			6RTV+	-1 <b>%WH</b>		
	USE READY TO SH	ÎP WEB			Tran Instr	ling Code Ty sport Type uction or Store No	•	Assign 1997	by Bu	iyer			
hip to Store Address hip to Store State erms Net Days					Ship Ship	to Gode to Store Cit to Store Zip see No	y	9997 1001					
	POST-DISTRO							-					
lo Unit Price Un	No	Vendor Style No		Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
Pric Eac	olesale 962881117 pe per th	182	842629000111	34		BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12610	0997	264
umber of Line Items 1 Mail Extended Line 2, m	838.00				Total (	Order Qt	26	34.0					<u> </u>

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Received from: Mervyns Jate and time: 7/1/2005 3:28:45	AM		Pu	rchase	Order						

**Frans Control No** 101213153 <sup>2</sup>O Type **Delivery Order** ³O Date 06/28/2005 /endor No 0066423

Promotion Code **Suest Contact** 

OB Descr AZUSA CA

**Pecial Order Type** 

enns Basie DateType Delivery Date

'erms Disc Days Due

hip/Deliver Not lefore

'romotion Start

**louting Code** USE READY TO SHIP WEB

07/08/2005

18truction Type luyer Name hip to Store Name hip to Store Address hip to Store State erms Net Days

lervyn PO Type · POST-DISTRO

Trans Type Origina! PO Number 0982-8008122

Department No 962

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name FOB Point** 

Origin Sale Req Type

No Back Order Basic

**Terms Type** Terms Disc Percent.

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/14/2005

Routing Code Type

Assign by Buyer **Transport Type** 

Instruction **Buyer Store No** Ship to Code .

0986 0986

Ship to Store City Ship to Store Zipcode

Release No

0001

n City Ship Unit Basis Unit Price Unit Price 864 Each 14.5 Wholesale	Catalog No,	Vendor Style No		Price	Qty	Product Descr	Descr	of Pack	No of inner Pack	Ticket/Hanger Gode	Store No 1	Store No 1 Qty
Price per Each	902081111	123	872182008811	40		STRCH DENIM JEAN 7/15 DENIM SLD	DENIM	1	12	C12610	0986	864

imber of Line Items 1 rtal Extended Line 12,528.00

•

**Total Order Qt** 

864.0

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ceived from: Mervyns to and time: 7/1/2005 3:28:45 A	М	•		Purc	hase O	rder	•			

 rans Control No
 101213153

 Type
 Delivery Order

 Date
 06/28/2005

 ander No
 0088423

omotion Code uest Contact

**)B Descr** AZUSA CA

ecial Order Type

mms Basis Date Type Delivery Date

ırms Disc Days Due

ilp/Deliver Not 07/08/2005

omotion Start

>uting Code USE READY TO SHIP WEB

struction Type
tyer Name
ilp to Store Name
ilp to Store Address
ilp to Store State
rms Net Days

POST-DISTRO

Trans Type Original
PO Number 0962-8008122

Department No 96

Vendor Name GREAT WHITE BEAR LLC

Guest Name FOB Point Origin

Sale Req Type
Terms Type

No Back Order Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/14/2005

Routing Code Type
Transport Type

Assign by Buyer

Instruction

Buyer Store No 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode

Release No 0001

n Qty Ship Unit Basis Unit Price Unit Price	No	Vendor Style No		- 1100	Mult Price Qty	Product Descr	Color Descr	1 6	01	No of Inner Pack	<u> </u>	Store No 1	Store No 1 Qty
444 Each 14.5 Wholesale Price per Each	962881111	123	872182008811	40		STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0993	444

imber of Line Items	1
rtal Extended Line	6,438,00

Total Order Qt

444.0

This data set was generated by DItrans(TM) of DIcentral Corporation

	<b>(</b>	. [	<u> </u>	1000	(	£	(	 -	[,	

Received from: Mervyns

Date and time: 7/1/2005 3:28:45 AM

### **Purchase Order**

Trans Control No 101213153
PO Type - Delivery Order
PO Date 06/28/2005
Vendor No 0068423

Promotion Code Guest Contact

FOB Descr AZUSA CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

07/08/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

nstruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State

ferms Net Days fervyn PO Type

POST-DISTRO

Trans Type -

PO Number Department No Original 0962-8008122

962

Vendor Name GREAT WHITE BEAR LLC

Guest Name FOB Point

FOB Point Origin
Sale Req Type Ne Back Order
Terms Type Basic

Terms Type
Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/14/2005

Routing Code Type

Type Assign by Buyer

Transport Type Instruction

Buyer Store No Ship to Code

0996 0996

Ship to Store City Ship to Store Zipcode

Release No

0001

Ln Qty Ship Unit Basis Vo Unit Price Unit Price	Catalog No	No		1.106	Mult Price Qty	Product Descr	Color Descr	,	01	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Oty
840 Each 14.5 Wholesale Price per Each	962881111	123	872182008811	40		STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0996	840

'umber of Line Items	1
otal Extended Line	12,180.00
m	•

**Total Order Qt** 

840.0

This data set was generated by DItrans(TM) of DIcentral Corporation

Received from: Mervyns

Jate and time: 7/1/2005 3:28:45 AM

**Purchase Order** 

**Frans Control No** 101213153 <sup>2</sup>O Type **Delivery Order** <sup>2</sup>O Date 06/28/2005 **fendor No** 0066423

**Fromotion Code Suest Contact** 

**OB Descr** AZUSA CA

ipecial Order Type

erms Basis DateType Delivery Date

'erms Disc Days Due

hip/Deliver Not lefore

07/08/2005

**'romotion Start** 

**Louting Code** 

USE READY TO SHIP WEB

istruction Type uyer Name hip to Store Name hip to Store Address hip to Store State erms Net Days

lervyn PO Type POST-DISTRO **Trans Type** 

Original 0962-8008122

PO Number Department No

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Sale Req Type

Origin

Terms Type

No Back Order Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/14/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0997 Ship to Code

0997 Ship to Store City Ship to Store Zipcode

Release No

0001

Unit	Price	Unit Price	Buyer Catalog No 962881111	No			Qty		Desci	Pack	OT	i i	Store No 1	Store No 1 Qty
	[	Price per Each	902881111	123	872182008811	40	-	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM	1	12	C12610	0997	876

imber of Line Items 1

**Ital Extended Line** 12,702.00 Total Order Qt

876.0

This data set was generated by DItrans(TM) of DIcentral Corporation

## scelved from: Mervyns áte and time; 7/1/2005 3:28:46 AM **Purchase Order**

Tans Control No 101213154 -**'**Ö Тура **Delivery Order** 'O Date 06/28/2005 **endor No** 0066423

**'romotion Code** Just Contact

**OB** Descr AZUSA CA

**Pecial Order Type** 

erms Basis DateType Delivery Date

erms Disc Days Due hip/Deliver Not

07/18/2005 efore

**Tomotion Start** 

touting Code USE READY TO SHIP WEB

struction Type **чует Name** hip to Store Name hip to Store Address hip to Store State erms Net Days

lervyn PO Type POST-DISTRO

Trans Type. **Original** PO Number 0962-8029224 Department No 962

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order Теппа Туре Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 07/21/2005

**Routing Code Type** 

Transport Type Instruction

**Buyer Store No** 0986 Ship to Code 0986

Ship to Store City Ship to Store Zipcode Release No

D001

Ship Unit Each	Price	Basis Unit Price Wholesale	Catalog No	No		Frice	Mult Price Qty	Product Descr	Color Descr	] [	of Pack	No of Inner Pack	Code	Store No 1	Store No 1 Qty
		Price per Each	502001113	103	872182009054	36		BLK CHIFFON SKIRT 7- 15 XS-L	BLACK		4	12	C12610	0986	624

umber of Line Items 1

otal Extended Line 7,488.00

m

**Total Order Ot** 

624.0

This data set was generated by DItrans(TM) of DIcentral Corporation

ans Control No	101213					Tran	<b>з Туре</b>		Origin	rai				
Туре	Delivery					PO N	lumber		0962	80292	24			
Date	06/28/20						rtment No		962					
ndor No	0066423	3					lor Name		GRE/	HW TA	ITE BE	EAR ILC		
omotion Code lest Contact							t Name					•		
B Descr	AZUSA		-				Point		Origin					
ecial Order Typ:		UA					Req Type			ack On	der			
rme Basis Date]		Data					в Туре		Basic			•		
ras Disc Days [		Date		_			s Disc Per s Descr	cent	NISOD	00.4	nd France	. 40/14=1		
ip/Deliver Not	07/18/20	05		·			s Descr Deliver No	4 A M	07/21		%KIV	+1%VVH		
fore						omp		V	07721	:2000				
motion Start			_			Rout	ing Code T	уре	Assig	n by B	uyer			
uting Code	USERE	ADY TO SH	IIP WEB				port Type							
truction Type yer Name							etion							
yer wanne ip to Store Name						-	r Store No		0993					
ip to Store Addr	-					-	to Code	-4	0993					
p to Store State	500			•		-	to Store Cl to Store Zi	•						
ms Net Days		•					w Store 21 <b>30</b> No	•	0001			•		
гуул РО Туре	POST-D	STRO			•		100,110		0001					
		•			•									
Qty Ship Uni		Buyer	Vendor	UPC Code	Retail	Mult	Product	Color	Size	No	No	Ticket/Hanger	Store	Store
Unit Pric	e Unit Price	Catalog   No.	Style No		Price	Price Qty	Descr	Descr		of	of Inner	Code		No 1
				<u></u>							Pack			Qty
348 Each 12	Wholesale Price per	962881113	103	872182009054	36	1	BLK CHIFFON	BLACK		1	12	C12610	0993	348
	Each		ľ l				SKIRT 7-							
K II K	11 11					1 1	15 XS-L	1	N 1	1	1		( I	

age break)

This data set was generated by DItrans(TM) of DIcentral Corporation

Carrier a			(A)	£	<u>.</u>			( -,	(Contraction)	[	1	<u> </u>	[]	ŧ
tate and	nom: Me time: 7/1.	irvyns /2005 3::	28:46 AM			Pui	chase C	Order						

Frans Control No 101213154 <sup>2</sup>O Type Delivery Order \*O Date 06/28/2005 fendor No 0066423

**Fromotion Code** Suest Contact

OB Descr AZUSA CA

ipecial Order Type

erms Basis Date Type Delivery Date

erms Disc Days Due

ihip/Deliver Not lefore

07/18/2005

**'romotion Start** 

**louting Code USE READY TO SHIP WEB** 

**18truction Type** luyer Name hip to Store Name hip to Store Address hip to Store State erms Net Days

lervyn PO Type POST-DISTRO

Trans Type Original PO Number 0962-8029224

Department No. 962

**Vendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Sale Req Type

Origin No Back Order

Terms Type Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/21/2005

**Routing Code Type** 

Assign by Buyer **Transport Type** 

Instruction

**Buyer Store No** 

0996

Ship to Code

Ship to Store City Ship to Store Zipcode

Release No

0001

0996

n Qty Ship Unit Basi lo Unit Price Unit Pr	ce Catalog S No I	No .	Qty	Product Descr	Color Si Descr	of Pack	of	1	Store No 1	Store No 1 Qty
720 Each 12 Wholes Price pe Each	962881113 103	872182009054	36 1	BLK CHIFFON SKIRT 7- 15 XS-L	BLACK	1	12	C12610	0996	720

umber of Line items 1

otal Extended Line

8,640.00

**Total Order Qt** 

720.0

This data set was generated by DItrans(TM) of DIcentral Corporation

Received from: Merryns	<u> </u>	<u>()</u>		(	(			[
hate and time: 7/1/2005 3:28:46 AM		Pu	rchase Order		<b>.</b>	-		

Trans Control No 101213154 PO Type Delivery Order PO Date 06/28/2005 **Vendor No** 0066423 **Promotion Code** 

**Guest Contact** 

FOB Descr **AZUSA CA** 

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Bhip/Deliver Not Before 07/18/2005

**Promotion Start** 

**Routing Code** USE READY TO SHIP WEB

**Instruction Type** Buyer Name Ship to Store Name 3hip to Store Address \$hip to Store State Ferms Net Days

Иегуул РО Туре POST-DISTRO Trans Type

PO Number

Ofiginal 0962-8029224 962

Department No Vendor Name

GREAT WHITE BEAR LLC

Page 12 of 65

**Guest Name** 

**FOB Point** Origin Sale Req Type

Ne Back Order Basic

**Terms Type Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 07/21/2005

Routing Code Type **Transport Type** 

Instruction Buyer Store No

0997 Ship to Code 0997

Ship to Store City Ship to Store Zipcode Release No

0001

Ln Qty Ship Unit Basis Unit Price Unit Price	Catalog No	No	·.		Mult Price Qty	1	Color Descr	П В	Pack	No of Inner Pack		Store No 1	Store Ho 1 Qty
708 Each 12 Wholesale Price per Each	962851113	103	872182009054	36		BLK CHIFFON SKIRT 7- 15 XS-L	BLACK	·	1	12	C12610	0997	708

lumber of Line Items 1

otal Extended Line m

8,496.00

Total Order Qt

708.0

This data set was generated by DItrans(TM) of DIcentral Corporation

### leceived from: Mervyns Nate and time: 8/5/2005 6:08:03 PM

**Purchase Order** 

Frame Control No

101242853

<sup>3</sup>O Type 30 Date

**Blanket Order** 08/05/2005

fendor No

0066423

romotion Code

**Ruest Contact** 

OB Descr

COMPTON CA

08/25/2005

USE READY TO SHIP WEB

**Ipecial Order Type** 'erms Basis DateType Delivery Date

'erms Disc Days Due

hip/Deliver Not

lefore

**'romotion Start** 

**Code** 

astruction Type

luyer Name

hip to Store Name hip to Store Address

hip to Store State

erms Net Days

lervyn PO Type POST-DISTRO Trans Type

Origina!

962

Basic

0911

0911

PO Number

0962-8619083

Department No

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB** Point Sale Req Type

Origin No Back Order

Assign by Buyer

Terms Type

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

Routing Code Type

Transport Type Instruction

**Bayer Store No** 

Ship to Code Ship to Store City

Ship to Store Zipcode

Release No

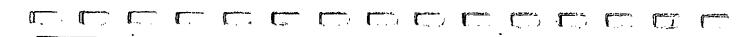
<u> </u>		Unit		Unit Price	Catalog No	Vendor Style No	UPC Code	Retai Price	Muit Price Qty	Product Descr	Coior Descr	Size	No of Pack	Inner	12	Store No 1	Store No 1 Oty
	8			Price per Each	962881142		872182007579	42 ^		CTN TWL JKT 8/30 KHAKI S	KHAKI	SMALL	12	Pack 1	C12610	0911	600
		Each	·	Wholesale Price per Each	962881143	17500	872182007586	42			KHAKI	Medium	12	1	C12610	0911	1200
		Each		Price per Each	962881144		872182007593	42	1		KHAKI	Large	12	1	C12610	0911	1200
60	0	Each	H	Wholesale Price per Each	962881145	17500	872182007609	42		CTN TWL IKT I/SO CHAKI CL	KHAKI	XLarge	12	1	C12610	0911	60 <b>0</b>

imber of Line Items 4 rtal Extended Line

48,600,00

**Total Order Qt** 

3600.0



leceived from: Mervyns

late and fime: 8/11/2005 3:28:09 AM

### **Purchase Order**

Tans Contro! No 101246455 O Type **Delivery Order** 'O Date 08/05/2005

fendor No 0066423

**'romotion Code Rest Contact** 

**OB Descr COMPTON CA** 

ipecial Order Type

erme Basis DateType Delivery Date

erms Disc Days Due

hip/Deliver Not 08/25/2005

romotion Start

outing Code USE READY TO SHIP WEB

Istruction Type kıyer Name hip to Store Name hip to Store Address hip to Store State orms Net Days

lervyn PO Type

POST-DISTRO

Trans Type PO Number

Original 0962-8619083

Department No Vendor Name

962

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Sale Req Type

Origin No Back Order

Тепта Туре

Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

Routing Code Type Transport Type

Assign by Buyer

Instruction

**Buyer Store No** Ship to Code

0986 0986

Ship to Store City

Ship to Store Zipcode

Release No

0001

L		Unit	Price	Basis Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	· Size	No of Pack	Inner	Ticket/Hanger Code	Store No 1	Store No 1 Qty
16	8 E	ach	13.5	Wholesale Price per Each	962881142	17500	872182007579	42		CTN TWL JKT 8/30 KHAKI	KHAKI	SMALL	12	Pack 1	C12610	0986	ا
341	E	ach	i	Wholesale Price per Each	962881143	17500	872182007586	42		JKT 8/30	KHAKI	Medium	12	1	C12610	0986	348
348	E	ach	- 1	Wholesale Price per Each	962881144	17500	872182007593	42	1	KHAKI M CTN TWL JKT 8/30	KHAKI	Large	12	1	C12610	0986	348
80	E	ach 1	Į.	Wholesale ! Price per Each	962881145	17500	872182007609	42	1	KHAKI L	KHAKI	XLarge	12	1	C12610	0986	180
									418	3/30 KHAKI						ļ	·

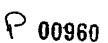
imber of Line Items 4 ital Extended Line

14,094.00

**Total Order Ot** 

1044.0

n



eceived from: Mervyns

ate and time: 8/11/2005 3:28:09 AM

## **Purchase Order**

rans Control No 101246455 **О Туре Delivery Order** O Date endor No

08/05/2005 0066423

romotion Code mest Contact

OB Descr **COMPTON CA** 

pecial Order Type

erms Basis DateType Delivery Date

erms Disc Days Due

hlp/Deliver Not

08/25/2005

remotion Start

outing Code

USE READY TO SHIP WEB

Struction Type uyer Name hip to Store Name hip to Store Address hip to Store State >ms Not Days

егул РО Туре

**POST-DISTRO** 

Trans Type PO Number

Original 0962-8619083

Department No Vendor Name

962

**GREAT WHITE SEAR LLC** 

Guest Name

**FOB Point** Sale Reg Type Terms Type .

Origin No Back Order

Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

Routing Code Type

Assign by Buyer

Transport Type instruction Buyer Store No Ship to Code

0993 0993

Ship to Store City Ship to Store Zipcode Release No

0001

L	<u> </u>	Price	Unit Price	. No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	or Inner	Ticket/Hanger Code	Store No 1	Store No 1 Qty
96		13.5	Price per Each	962881142	•	872182007579	42	1	CTN TWL JKT 8/30 KHAKI S	KHAKI	SMALL.		Pack 1	C12610	0993	96
180	Each	13.5	Wholesale Price per Each	962881143	17500	872182007586 	42		CTN TWL JKT 8/30 KHAKI	KHAKI	<b>Me</b> dlum	12	í	C12610	0993	180
168	Each		Wholesale Price per Each	962881144	17500	872182007593	42	1	M CTN TWL JKT 8/30 KHAKI	KHAKI	Large	12	1	C12610	0993	168
34	Each		Wholesale i Price per Each	962881145	17500	872182007609	42		CTN TWL IKT 8/30 GHAKI CL	KHAKI	XLarge	12		C12610	0993	B4

nber of Line Items 4 al Extended Line 7,128.00

**Total Order Qt** 

528.0

00961

This data set was generated by Ditrans(TM) of Dicentral Corporation

π---<u>[[\_\_\_\_</u>

Received from: Mervyns

Date and time: 8/11/2005 3:28:09 AM

**Purchase Order** 

Trans Control No 101246455 РО Туре

**Delivery Order** PO Date 08/05/2005 Vendor No 0066423

**Promotion Code Juest Confact** 

POB Descr COMPTON CA

Special Order Type

Forms Basis DateType Delivery Date

ierms Disc Days Due

hip/Deliver Not 08/25/2005 3efore

Tomotion Start

**louting Code** USE READY TO SHIP WEB

nstruction Type Juyer Name thip to Store Name thip to Store Address hip to Store State 'erms Net Days

lervyn PO Type POST-DISTRO Trans Type

Original PO Number 0962-8619083

Department No

962

**Yendor Name** 

Guest Name

Origin

**FOB Point** Sale Req Type Terms Type

No Back Order Basic

Assign by Buyer

GREAT WHITE BEAR LLC

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

Routing Code Type

Transport Type instruction

**Buyer Store No.** 

0996 0996

Ship to Code Ship to Store City

Ship to Store Zipcode

Release No

0001

L				Basis Unit Price	No	Vendor Style No	UPC Code	Retail Price	Muft Price Qty	Product Descr	Color Descr	Size	No of Pack	1 OF 1	Ticket/Hanger Code	Store No 1	No 1
1	80	Each		Wholesale Price per Each	962881142	17500	872182007579	42	1	CTN TWL JKT 8/30 KHAKI	KHAKI	SMALL		Pack	C12610	0996	180
3	72	Each		Wholesale Price per Each	962881143	17500	872182007586	42	1	<u>s</u>	KHAKI	Medium	12	1	C12810	0996	372
37	2 8	ach	- #	Wholesale ! Price per Each	962881144	17500	872182007593	42	1	KHAKI M CTN TWL JKT	KHAKI	Large	12		C12610	0996	372
B	O E	ech 1	[]F	Vholesale 9 rice per ach	62881145	7500	372182007609	42		<b>YY</b>	CHAKI	KLarge 1	2 1	Č	12610	996	180
			1						jk	IKT V30 CHAKI (L					-		

mber of Line Items 4 ial Extended Line 14,904.00

**Total Order Qt** 

1104.0

ceived from: Mervyns de and time: 8/10/2005 10:08:43 AM	<b>v</b>	Purch	ase Order							
ane Control No 101245647  ) Type Delivery Order ) Date 08/08/2005  indor No 0068423  omotion Gode  lest Contact )B Descr COMPTON CA lectal Order Type  tims Basis DateType Delivery Date  tims Disc Days Due lip/Deliver Not 08/25/2005  lifore omotion Start puting Code USE READY TO SHIP WE struction Type lip to Store Name	3		Trans Type PO Number Department No Vendor Name Guest Name FOB Point Sale Req Type Terms Disc Perc Terms Disc Perc Terms Descr Ship/Deliver Not Routing Code Ty Transport Type Instruction Buyer Store No Ship to Code	ent i After (	Origin No Bad Basic	33081 I Whii k Ord G+1%	TE BE/ er RTV+:	AR LLC		
ip to Store Address ip to Store State rms Net Days rvyn PO Type POST-DISTRO  Oty Ship Unit Basis Buyer Vendo Unit Price Unit Price Catalog	T UPC Code	Retail	Ship to Store City Ship to Store Zipe Release No Muttil Product	ode	001	No	No	Tio bookfula	1104	
Unit Price Unit Price   Catalog   Style   No   No     924   Each   14.5   Wholesale   962881114   241     Price per   Each   E	842629000173	Price	Price Descr Qty LTWSH DENIM W/RHNSTN	Descr LIGHT DENIM		of	of Inner Pack	Ticket/Hanger Code C12610	Store No 1	No 1 Qty

		<u> </u>	7/	30 1	<u>—————————————————————————————————————</u>	_  _	
mber of Line items tal Extended Line	1 13,398.00		Total Or	der Qt	924,0		
,s			<u> </u>				
	This data set was	generated by	DItrans(TM) of	DIcentral	l Corporatio	n	
ige break)					~·—·		<del></del>

de and time: 7/6/2	9115 005 8:08:07 PM	Pu	rchase Order	
ans Control No Type Date Inder No Omotion Code Nest Contact B Descr ecial Order Type rms Basis Date Type	101216463 Blanket Örder 07/06/2005 0066423 COMPTON CA		Trans Type PO Number Department No Vendor Hame Guest Name FOB Point Sale Req Type Terms Type Terms Disc Percent	Original 0962-9413282 962 GREAT WHITE BEAR LLC Origin No Back Order Basic
ms Disc Days Due p/Deliver Not ore	07/25/2005	,	Terms Descr Ship/Deliver Not After	N30ROG+1%RTV+1%WH 07/29/2005
motion Start		•	Position Code Torre	

Jufing Code USE READY TO SHIP WEB struction Type

Iyer Name ip to Store Name ip to Store Address ilp to Store State rms Net Days

жүл РО Туре POST-DISTRO

Routing Code Type Assign by Buyer **Transport Type** instruction

**Buyer Store No** 0911 Ship to Code 0911 Ship to Store City Ship to Store Zipcode

Qty Ship Unit Unit Price Basis Buyer Catalog No Vendor Retail Mult Product Color Size **UPG** Code Ticket/Hanger Store Store Unit Price No Style No Price Price Descr Descr of of Code No 1 No 1 Qty Pack linner Qty Pack 3600 Each 9 Wholesale 962881116 210 842629000234 28 WWN OFF WHITE Price per C12610 0911 CAMI TNK TOP Each 7/30 S-XL

mber of Line Items 1 tal Extended Line 32,400.00

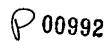
Total Order Qt

Release No

3600.0

This data set was generated by DItrans(TM) of DIcentral Corporation

ige break)



#### <u>([</u>\_\_\_\_ ( ..... ( .....

aceived from: Mervyns

ate and time: 7/12/2005 3:28:19 AM

### **Purchase Order**

rans Control No 101220647 O Type" **Delivery Order** 

O Date 07/06/2005 andor No 0066423

remetion Code uest Contact

**DB Descr** COMPTON CA

pecial Order Type

arms Basis DateType Delivery Date

atms Disc Days Due

hip/Deliver Not 07/25/2005 sfore

romotion Start

outing Code USE READY TO SHIP WEB

struction Type **Uyer Name** hip to Store Name hip to Store Address hip to Store State ∍rms Net Days

ervyn PO Type **POST-DISTRO**  Trans Type PO Number

Original 0962-9413282

Department No

962

**Vendor Name** 

**GREAT WHITE BEAR LLC** 

Assign by Buyer

**Guest Name** 

**FOB Point** Origin

Sale Reg Type No Back Order Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/29/2005

**Routing Code Type** 

**Transport Type** 

Instruction

**Buyer Store No** 

Ship to Code

Ship to Store City Ship to Store Zipcode

Release No

0001

0986

0986

n Qty Ship Unit Unit Price	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	Of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	Wholesale Price per Each	962881116 :	210	842629000234	28			OFF WHITE	,	1	12	C12610	0986	984

imber of Line Items 1 xtal Extended Line 8,856.00

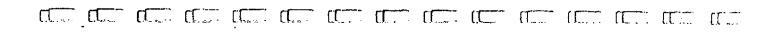
**Total Order Qt** 

984.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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# MERVYN'S size breaks for 7/30 delivery

### RAMPAGE div. of GREAT WHITE BEAR, LLC

STYLE# #109 B	DESCRIF jacquard		COLOR It.turq	UNITS 3,600 pcs	SIZES XS,S,M,L	BREAKS 1-2-2-1=6pcs	
#123	pants	denim ligh	t wash	2,484 pcs	3 to 13	1-2-3-3-2-1=12pcs	P.O.'s
#182	pants	bengaline	black	4,200 pcs	3 to13	1-2-3-3-2-1=12pcs	
#201	pants	denim	denim	972 pcs	3 to 13	1-2-3-3-2-1=12pcs	
#210	tops wove	en camisole	off white	3,600 pcs	XS,S,M,L	1-2-2-1=6P	
#221	tops	lace	white	2,400 pcs	XS,S,M,L	1-2-2-1=6pcs	
#115	tops knit	1x1 w/lace	white	2,400 pcs	XS,S,M,L	1-2-2-1=6pcs	

19,656 UNITS

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30113	30711	30109	30107	30106	30103		33904	33903	33002	33901		30113	30111	30109	30107	30105	30103		30113	30111	30109	30107	30105	30103		33904	33903	33902	33901		30113	30111	30109	30107	30105	30103

Commitments

Commitments

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30443	13	405	DENIM	150		
30114	44	405	DENIM	204	. i .	8721B2008927
30400	61	405	DENIM	707	٠i	872182008910
30407	7	405	DENIM	707	., .	872182008903
30106	S	406	DENIM	197	5 PKT DENIM DANT	872182008897
30103	3	405	DENIM	707	d.	872182008880
				1,000	5 PKT DENIM DANT	872182008873
30413	13	405	DENIM	3		
30414	1,1	405		327	STRETCH DENIM WIDE: T	192008888
30109	8	405	DENGE	400	STRETCH DENIM WIREI T	182008869
30107	_	405		193	STRETCH DENIM W/BELT	872182008842
30108	10	405		424	STRETCH DENIM W/BELT	872182008835
30103	3	406	DENIE	123	STRETCH DENIM W/BELT	872182008828
					STRETCH DEMON UNDELY	872182008811
33904	LARGE	440	TURQUOISE	165		
33903	MEDIUM	440	TURQUOISE	165	CORD JACKET	872182008798
33002	SMALL	440	TURQUOISE	202	COPD IACKET	872182008781
320A4	XSMALL	440	TURQUOISE	CO.	THE PARTY OF THE P	872482008774
2					CORD JACKET	872182008767
30442	13	440	TURQUOISE	111		
30111	7	440	IURGUOISE		6 PKT, CORD, CAPRI BANT	872182008743
30109	6	440	יייייייייייייייייייייייייייייייייייייי	7.7	6 PKT, CORD, CAPRI PANT	872182008736
30107	7	440	TURGIOUSE		6 PKT. CORD, CAPRI PANT	872/82008729
30108	22	440	TURGOOISE	777	5 PKT. CORD. CAPRI PANT	872182008712
30/03	3	440	TURGOISE	727	5 PKT, CORD, CAPRI PANT	872182008705
			7110011011	744	5 PKT. CORD. CAPRI PANT	872182008699
33904	LARGE	100	WHITE	0		
33903	MEDICM	100	WHITE	110		2182008682
33902	SMALL	100	WHITE			2182008675
33901	XSMALL	100	WHITE	110	PUP LACE TOP	872482008668
					PUP LACE TOP	872182008651
33904	LARGE	440	IONACIONE			
33903	MEDIUM	440	יייייייי דייידי		PUP LACE TOP	872482008644
33902	SMALL	949	TURGOOSE	446	PUP LACE TOP	872182008637
33901	XSMALL	440	ייייייייייייייייייייייייייייייייייייייי	77.	PUP LACE TOP	872182008620
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72 Each 70.6 Wholesele \$6289031 Price per Each	Wholesale Price per Each	Wholesale Price-per Each	Wholeselis Price per Each	Wholesald Price per Esiah
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<u>,                                    </u>	<b>.</b>	စ	~	40

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Number of Line Items 8
Total Extended Line 7,473.80
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Total Order Qt 732.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

10/10/2005

http://secure3.dicentral.com/view.asp?lid=45674&thl=in\_4\_2005&io=1&view=H&own\_custid=1060

## GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

DATE: Nov 9, 2005 **DRDER:010068** PO#: 7158010 SOLD TO -SHIP TO -MER10 STORE: 0986 **DEPT: 962** MERVYN'S ACCOUNTS PAYABLE MERVYNS DISTRIBUTION CENTER 22301 FOOTHILL BLVD 1600 EAST PLANO PARKWAY MAIL STOP 3160 PLANO, TX 75074 HAYWARD, CA 94541 **TERMS** SHIPVIA SEASON REPI REP2 START COMPLETE N30+ 1%RTV+1%WH **TARGET** Ю Nov 21, 2005 Noy 30, 2005 STYLE COLOR SIZES/DESC PRICE PIECES AMOUNT XS M XL701 WHIT HALTER TOP W/TRIM FR WHITE 9.25 84 777.00 12 24 36 . I2 XS S L XL 705 WHIT BELL SLEEVE TOP WHITE 9.25 144 1332.00 60 12 XS S M XL707 WINE TANK TOP W/CHARMUESE WINE 9.25 132 1221.00 48 12 TOTAL OF YOUR ORDER ⇒

360

3330.00

T. ...

## GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

#### RDER: 010068

705

707 -

WHIT BELL SLEEVE TOP

XS

84

S

WINE TANK TOP W/CHARMUESE

144

M

156

L

DATE: Nov 9, 2005 PO#: 7158010

9.25

456

4218.00

- SOLD TO SHIP TO -MERIO. STORE: 0993 DEPT: 962 MERVYN'S ACCOUNTS PAYABLE MERVYN'S DISTRIBUTION CENTER 22301 FOOTHILL BLVD 2455 SOUTH 3600 WEST MAIL STOP 3160 WEST VALLEY, UT 84119 HAYWARD, CA 94541 **TERMS** SHIPVIA SEASON REP1 REP2 START COMPLETE N30+1%RTV+1%WH **TARGET** HO Nov 21, 2005 Nov 30, 2005 STYLE COLOR SIZES/DESC PRICE **PIECES** AMOUNT XS S М XL 701 WHIT HALTER TOP W/TRIM FR WHITE 9.25 324 2997.00 60 108 108 48 XS L XL

WINE 9.25 444 4107.00 84 72 TOTAL OF YOUR ORDER => 1224 11322.00

WHITE

72

# GREAT WHITE BEAR, LL-C. 1412 BROADWAY, SUITE 1604 NEW YORK NY 16018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

**RDER:010068** 

DATE: Nov 9, 2005 PO #: 7158010

					LO#: /136010							
_	soli	) TO  —			i	SHIP TO						
	MER10 MERVYN 22301 FOO MAIL STO HAYWAR	OTHILL BI OP 3160	LVD	yable		f: 962 Ter						
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N30+ 1%RTV	/+1%WH	T	ARGET				Η̈́O	No	y 21, 2905	Nov 30, 2005		
STYLE	COLO	OR SIZ	ES/DES	C				PRICE	PIECES	· AMOUNT		
701	WHIT	XS HALTEI				XIL WHITE	•	9,25	. 1008	9324.00		
705	WHIT	XS BELL SI	168 s Leeve 7	336 M TOP	324 L	180 XL WHITE	·	9.25	1260	11655.00		
		xs	216 S	408 M	408 L	228 XL				•		
707	WINE	TANK T		HARMU 420	ESE 408	WINE 228		9.25	1272	11766.00		
то	TAL OF YO	UR ORDI	ER ⇒						3540	32745,00		

## GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

#### **DRDER:010068**

DATE: Nov 9, 2005 PO #: 7158010

MERIO
MERVYN'S ACCOUNTS PAYABLE
22301 FOOTHILL BLVD
MAIL STOP 3160
HAYWARD, CA 94541

SHIP TO

STORE: 0997

MERVYN'S DISTRIBUTION CENTER
48200 FREMONT BOULEVARD
FREMONT, CA 94538

TER	MS		SHIPVL	A		SEASON	REP1 REP2 START COMPL		COMPLETE	
N30+ 1%RTV	/+1%WH	7	TARGET		<del></del>		HO	<del> </del>	21, 2005	
STYLE	COLO	OR SIZES/DESC		<del></del>		<del></del>	-	21, 2003	Nov 30, 2005	
	COL	V 217	ES/DES	<u>.                                    </u>			PF	ICE	PIECES	AMOUNT
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701	WHIT	HALTĖ	r top v	V/TRIM I	R.	WHITE	,	9.25	816	7549 An
			132	276	276	132			010	7548.00
		XS	s	М	L	XL	•			
705	WHIT	BELL S	LEEVE ?	<b>TOP</b>		WHITE		9.25	1020	0475.00
			168	348	336	168	-		1020	9435.00
		X8	8	M	L	XIL.	•	•		
707 -	WINE	TANK T	OP W/C	HARMU	ESE	WINE		9.25	1032	0545.00
•			168	348	348	168			1032	9546.00
TOTAL OF YOU		ur ordi	₹R⇒			•			2868	26529.00

## GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1425

# ORDER CONFIRMATION

#### **DRDER: 010065**

**TERMS** 

DATE: Nov 9, 2005 PO #: 1766376

MER10
MERVYN'S ACCOUNTS PAYABLE
22301 FOOTHILL BLVD
MAIL STOP 3160
HAYWARD, CA 94541

SHIPVIA

SHIP TO

STORE: 0986

MERVYNS DISTRIBUTION CENTER
1600 EAST PLANO PARKWAY
PLANO, TX 75074

BED1 DED2

				<u>.</u>	1.	~u ()	•	REFT REFZ START		ļ.AK4	COMPLETE
N30+ 1%RTY	V+1%WH	T.	ARGET					HO	Nov 21, 2005		Nev 30, 2005
STYLE	COLC	R SIZI	S/DES	C .		•		Pl	LICE	PIECES	AMOUNT
703	WINE	XS TIERED	S COTTO 36	M N SKIRT 108	L -108	XL WiN 48	Ė	<del>'</del>	2.00	300	3600.00
706	WHIT	3 STRETC 12	5 H BELT 12	7 ED CAP 12	9	11 WHI:	#3 FE 12	1	0.35	84	869.40
то	TAL OF YO	UR ORDE	R ⇒							384	4 <del>46</del> 9.40

SEASON

# GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

PRDER: 010065

DATE: Nov 9, 2005 PO #: 1766376

MERIO
MERVYN'S ACCOUNTS PAYABLE
22301 FOOTHILL BLVD
MAIL STOP 3160
HAYWARD, CA 94541

SHIP TO

SFORE: 0993

MERVYN'S DISTRIBUTION CENTER
2455 SOUTH 3600 WEST
WEST VALLEY, UT 84119

TER	MIS	S	HIPYIA			SEASON	1	REP1			TART	COMPLETE
N30+ 1%RTV	7+1%WH	T.	ARGET	,		<del></del> -		HO			Nov 30, 2005	
STYLE	COLO	R SIZI	S/DES	3			•	*!:-	PŘ	[CE	PIECES	AMOUNT
703	WINE	XS TIERED	s COTTO 48	m n skirt 108	L 120	XL WINI 60	3	<del> </del>	12	2.00	336	4032.00
706	WHIT	3 STRETC 36	5 H BELT 84	7 ED CAP 120	9 RI 120	11 WHT 84	13 TE 36		10	35	480	4968.00
, TO	TAL OF YO	ur orde	:R ⇒>			•					816	900.00

#### GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

DATE: Nov 9, 2005 **ORDER:**010065 PO#: 1766376 - SOLD TO -SHIP TO -STORE: 0996 **DEPT: 962** MERVYN'S ACCOUNTS PAYABLE MERVYN'S DISTRIBUTION CENTER 22301 FOOTHILL BLVD 1015 VINTAGE AVENUE MAIL STOP 3160 ONTARIO, CA 91761 HAYWARD, CA 94541 **TERMS** SHIPVIA SEASON REPI REP2 COMPLETE START N30+ 1%RTV+1%WH **TARGET** HO Nov 21, 2005 Nov 30, 2005 STYLE COLOR SIZES/DESC PRICE PEECES AMOUNT XS M ХL 703 · WINE TIERED COTTON SKIRT WINE 12.00 1128 13536.00 192 384 372 3 11 13 706 WHIT STRETCH BELTED CAPRI WHITE 10.35 1416 14655.60 108

240

120

252

TOTAL OF YOUR ORDER ⇒

CTETAMED ADDROLL CONTINUE

360

336

2544

28191.60

# GREAT WHITE BEAR, I.L.C. 1412 BROADWAY, SUITE 1604 NEW YORK NY 16018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

#### DATE: Nov 9, 2005 RDER:010065 PO#: 1766376 SOLD TO SHIP TO MER10 STORE: 0997 . DEPT: 962 MERVYN'S ACCOUNTS PAYABLE MERVYN'S DISTRIBUTION CENTER 22301 FOOTHILL BLVD 48200 FREMONT BOULEVARD MAIL STOP 3160 FREMONT, CA 94538 HAYWARD, CA 94541 **TERMS** SHIPVIA SEASON RÉP1 REP2 START COMPLETE N30+ 1%RTV+1%WH TARGET HO Nov 21, 2005 Nov 30, 2005 STYLE COLOR SIZES/DESC PRICE PIECES **AMOUNT** XS М XL 703 WINE TIERED COTTON SKIRT WINE 12.00 1116 13392.00 204 360 192 5 3 11 13 . '06 WHIT STRETCH BELTED CAPRI WHITE 10.35 1380 14283.00 120 216 348 360 228 TOTAL OF YOUR ORDER =>

2496

27675,00

# GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

DATE: Nov 9 2005

PRDER: 010067 .			PO#: 5753982					
ros —	рто —	<del></del>	SHIP	то —				
22301 FC MAIL ST	N'S ACCOUNTS PAYABLE OOTHILL BLVD OP 3160 RD, CA 94541		STORE: 0986 MERVYNS DIST 1600 EAST PLAI PLANO, TX 750	TRIBUTION CEN NO PARKWAY	PT: 962 TER			
Terms	SHIPVIA	SEASON	REP1 REP2	START	COMPLETE			
N30+ 1%RTV+1%WH	TARGET	-	но	Nov 21, 2005	Nov 30, 2005			
STYLE COI	OR SIZES/DESC		PR	ICE PIECES	AMOUNT			
508 BLK	XS S M PRINT CHARMEUSE SKIR 12	L XL BLK/WHT	12	2.00 12	144,00			
	•	•						

TOTAL OF YOUR ORDER =>

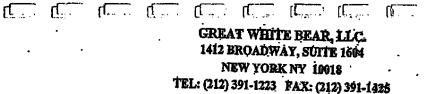
12 144.00

# GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

ORDER: 010067 DATE: Nov 9, 2905 PO #: 5753982										5
	MER10 MERVYN 22301 FO MAIL STO	D TO  FS ACCOUNTS PA OTHILL BLVD OP 3160 RD, CA 94541	YABLE	<u>.</u>		STORE: MERVY1 2455 SOU WEST V	n's dist Uth 360	FRIBU 0 We	JTION CEN ST	PT: 962 ITER
	TERMS	SHIPVL	`	<u> </u>	SEASON	REP1	REP2	SI	ART	COMPLETE
N30+ 19	%RTV+1%WH	TARGET				НО		Nov	21, 2005	Nov 30, 2005
G STYLE	COL	OR SIZES/DES	C				PR	CE	PIECES	AMOUNT
-608	· BLK	XS S PRINT CHARMI 36	M EUSE SKI 60	IL IR 60	XL BLK/WHT 36		12	.00	192	
	TOTAL OF YO	our order ⇒			•				192	2304.00

[[....



# ORDER CONFIRMATION

**ORDER:010067** DATE: Nov 9, 2005 PO#: 5753982 SOLD TO SHIP TO -MER10 STORE: 0996 DEPT: 962 MERVYN'S ACCOUNTS PAYABLE MERVYN'S DISTRIBUTION CENTER 22301 FOOTHILL BLVD 1015 VINTAGE AVENUE MAIL STOP 3160 ONTARIO, CA 91761 HAYWARD, CA 94541 **TERMS** SHIPVIA SEASON REPI REP2 START COMPLETE N30+ 1%RTV+1%WH TARGET HO Nov 21, 2005 Nov 30, 2005 G STYLE . COLOR SIZES/DESC PRICE PEECES **AMOUNT** XS . XL, 608 BLK PRINT CHARMEUSE SKIR BLK/WHT 12.00 528 6336.00 84 ' 168 180 96 TOTAL OF YOUR ORDER =>

528

6336,00

GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

ORDER:010067

**DATE:** Nov. 9, 2005

OMDER. U	10007				PO #: 5753982						
MER10 MERVYN'S ACCOUNTS PAYABLE 22301 FOOTHILL BLVD MAIL STOP 3160 HAYWARD, CA 94541							STORE: MERVY 48200 FF FREMON	N'S DIST L'EMON'T	ribi Pot	JTÍON CEN JLEVARD	PT: 962 Tier
	ERMS		SHIPYLA		T	SEASON	REPI	REP2	SI	ART	COMPLETE
	RTV+1%WH	%WH TARGET HO		HO		Nov	21, 2005	Nov 30, 2005			
STYLE	COL	OR SIZ	ES/DEŞ(	<u> </u>				PRI	CE	PIECES	AMOUNT
608	BLK	XS PRINT	s Charmi 96	m Buse sk 180	IR 180	XL BLK/WHT 84	•	12	.00	540	6480.00
7	TOTAL OF YO	UR ORD	ER ⇒>			٠				- 548	6480.00

# GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1694 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

#### ORDER:010066

ORDER:0		OTHILL BI OP 3160	LVD	YABLE	•		STORE: 0986 MERVYNS DIS 1600 EAST PLA PLANO, TX 750	PO#: TO TRIB: NO P	UTION CEN	PT: 967
*	ERMS	S	HIPVLA			SEASON	REP1 REP2	s	TART	COMPLETE
	N30+ 1%RTV+1%WH TARGET					HO	<del></del>		<del>*</del>	
STYLE	COLO	LOR SIZES/DESC							v 21, 2005	Nov 30, 2005
		XS		<del></del>			PR	ICE	PIECES	AMOUNT
702	BLAC	TANK TO	s OP W/R) 12	M HINEST( 36	L ON 36	XL BLACK 24	•	).25	108	999.00
708	BLAC	XS L/S CORI	S DBLAZ I2	M ER 36	L 48	XL BLACK 24	13	.50	120	1620.00
7	OTAL OF YOU	JR ORDE	R ⇔	- •	•10	24			228	7610 no

GREAT WHITE BEAR, LLC.
1412 BROADWAY, SUITE 1604
NEW YORK NY 10018
TEL: (212) 391-1223 FAX: (212) 391-1425

# ORDER CONFIRMATION

#### ORDER:010066

DATE: Nov 9, 2005 PO #: 2279494

Page 42 of 65

MER10 MERVYN'S ACCOUNTS PAYABLE 22301 FOOTHILL BLVD MAIL STOP 3160 HAYWARD, CA 94541

SOLD TO

CAIGLUMAN THRU CANTOL C

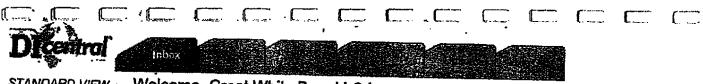
SHIP TO
STORE: 0993
MERYYN'S DISTRIBUTION CENTER
2455 SOUTH 3600 WEST
WEST VALLEY, UT 84119

IER	MS	\$	HIPVIA		1	SEASON	Jan Jan Jan		COMPLETE	
N30+1%RT	V+1%WH	T	ARGET							
STYLE COL		<b>75.</b> (2007)		<u>.                                    </u>	<del></del>		180	Nov 21, 2005	Nov 30, 2005	
7 02 1 1119	COPO	JR SIZI	S/DESC			<b>.</b>	PR:	ice pieces	AMOUNT	
	•	XS	S	M	L	XL	· · · · · · · · · · · · · · · · · · ·		-10.200112	
702	BLAC	TANK T	op w/ri	HINEST	ON	BLACK		9.25 108		
			24	24	36	24	-	100	999.00	
		XS	S	M	L	XL				
708	BLAC	L/S COR	D BLAZ	er.		BLACK	. 13	3.50 132	1500.00	
			24	36	48	24	,	152	1782.00	
то	TAL OF YO	UR ORDE	R =>			•	•			
_			•• —					240	2781.00	

# GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 19018 TEL: (212) 391-1223 FAX: (212) 391-1425

#### ORDER CONFIRMATION

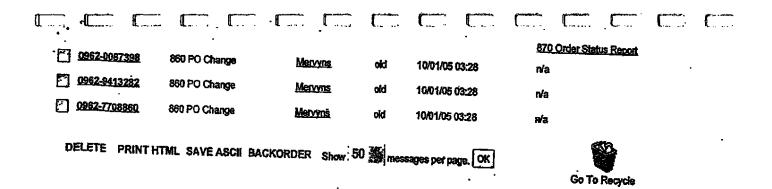
•		`	, 17 T	73.76	COL	FIXIVEA	LIUN			
ORDER:010	066				•		I	)ATB: PO #:	Nov 9, 200 2279494	5
	MER10 MERVYN 22301 FO MAIL ST	DTO — I'S ACCOU OTHILL BI OP 3160 RD, CA 945	LVD	YABLE			STORE: 0996 MERVYN'S DIS 1015 VINTAGE ONTARIO, CA	AVE	UTION CEN VUE	PT: 962 TER
TER			HIPYL			SEASON	REP1 REP2	S	TART .	COMPLETE
N30+ 1%RT	V+1%WH	T	ARGET	·			НО	Nov	21, 2005	Nov 30, 2005
STYLE	COL	OR SIZI	S/DES	C .			PR	ICE	PIECES	AMOUNT
702	BLAC	XS TANK T	s OP W/R -72	M HINEST 132	L ON 144	XL BLACK 72	<u> </u>	9.25	420	3885.96
708 ·	BLAC	XS L/S COR	8 D BLA2 96	M ZER 180	L 168	XL BLACK 84	1:	3.50	528	7128.00
то	TAL OF YO	UR ORDE	R =>						948	11013.00



STANDARD VIEW · Welcome, Great White Bear LLC!										
Last year quarters: Current year quarters: 1 2 3 4										
Inbox (945 tota	al, 0 new messages)					44 results fo	يساد			
Search/Filter: Type SHOW ALL	pe; ell 📑 : From; Mervyns	.≒∵ ST Code:	麵 S	latus; all	Date:	#: SEARCH	]			
Click column header	to sort.	•	•							
Doc ID	Document Type	From Sto	re Status	Date Rec ≆	Cancel	Turn Around				
<b>600201482</b>	864 Text Message	Mervyns	olđ	10/15/05 21:06		n/a				
<u>0962-6184652-09</u>	97, 850 Purchase Order	Mervyns 0997	7 old	10/12/05 09:57	7 10/28/05 ·	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report				
0962 <u>-8184652-09</u> 6	86 850 Purchase Order	<u>Mervyns</u> 0986	5 oki	10/12/05 09:57	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report	·			
<b>9982-6184652-099</b>	3 850 Purchase Order	<u>Mervyns</u> 0993	old	10/12/05 09:57	·10/28/05	Created(810,50091) 810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report				
<u>0962-6184652-099</u>	§ 850 Purchase Order	<u>Mervyns</u> 0996	old	10/12/05 09:57	10/28/05	Created(810,50092) 810 invoice 810 invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report				
<u> </u>	850 Purchase Order	Mervyns	old	10/12/05 09:57		810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report				
<b>0962-9970934-099</b> 3	850 Purchase Order	<u>Mervyns</u> 0993	old	10/12/05 09:55	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report				
<b>0962-9970934-0996</b>	850 Purchase Order	Mervyns 0996	old	10/12/05 09:55	10/28/05	Created(856,23290) 810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report				
0962-9970934-0997	850 Purchase Order	Merryns 0997	cidi	10/12/05 09:55	10/28/05	Created(856,23369) 819 Invoice 819 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report				
<b>9962-9970934</b>	850 Purchase Order	<u>Menyns</u>	old	10/12/05 09:55	•	Created(856,23476) 810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report				

		C	
0962-9970934-0986 850 Purchase Order	<u>Menyns</u> 0986 old	10/12/05 09:55 10/28/0	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 5 856 ASN (Pre-distro) 870 Order Status Report Created(856,23598)
9962-8797450-0993 850 Purchase Order	<u>Mervyns</u> 0993 old	10/11/05 03:28 10/28/0	810 invoice 810 invoice (Pre-distri)
0962-8797450-0996 850 Purchase Order	Merwns 0996 old	10/11/05 03:28 10/28/0: -	810 Invoice
0962-8797450-0997 850 Purchase Order	Menyns 0997 old	10/11/05 03:28 10/28/05	810 Invoice 810 Invoice (Pre-distro) 356 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-8797450 850 Purchase Order	<u>Mervyns</u> old	10/11/05 03:28	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
9962-8797450-0986 850 Purchase Order	Menyns 0986 old	10/11/05 03:28 10/28/05	810 Invoice 810 Invoice (Pre-distro)- 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-4262179-0997 850 Purchase Order	Maryyns 0997 old	10/11/05 03:28 10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-4262179 850 Purchase Order .	Mervyns old	10/11/05 03:28	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-4262179-0986 850 Purchase Order	Merryns 0986 old	10/11/05 03:28 10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-4262179-0993 850 Purchase Order	Menyms 0993 old		810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0952-4262179-0996 850 Purchase Order	Menyns 0996 old	10/11/05 03:28 10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
	<u>Mervyns</u> 0996 old	10/11/05 03:28 10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 356 ASN (Pre-distro) 870 Order Status Report
9962-2159236-0997 850 Purchase Order	Mervyns 0997 old	10/11/05 03:28 10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<b>0962-2158236</b> 850 Purchase Order	<u>Mervyns</u> old	10/11/05 03:28	MO Invoice MO Invoice (Pre-distro) 56 ASN (Post-distro) 56 ASN (Pre-distro) 70 Order Status Report
9962-2158236-0986 850 Purchase Order .	Mervyrs 0986 old	19/11/05 03:28 10/28/05 8	10 invoice 10 invoice (Pre-distro) 56 ASN (Post-distro) 56 ASN (Pre-distro)

0962-2158236-0993 850 Purchase Order	<u>Mervyna</u> 0993 old	10/11/05 03:28 10/28/0	810 invoice 810 invoice (Pre-distro) 6 856 ASN (Pre-distro) 856 ASN (Pre-distro) 870 Order Status Report
© 9962-0452144 860 PO Change	<u>Menyos</u> old	10/07/05 03:28	u/a
9862-7425981-0986 850 Purchase Order	<u>Mervyns</u> 0986 old	10/07/05 03:28 10/14/0	810 Invoice 810 Invoice (Pre-distro) 5 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-7425991-0993 850 Purchase Order	Menyns 0993 old	10/07/05 03:28 10/14/05	810 invoice 810 invoice (Pre-distro) 5 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-7425991-0996 850 Purchase Order	<u>Meryns</u> 0996 oki	10/07/05 03:28 10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
9962-7425991-0997 850 Purchase Order	Menvns 0997 old	10/07/05 03:28 10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<b>D962-7425991</b> 850 Purchase Order	<u>Mervyns</u> old	10/07/05 03:28	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-2777693-0986 850 Purchase Order	<u>Mervyns</u> 0986 old	10/07/05 03:28 10/14/05	810 Invoice 810 invoice (Pre-distro) 855 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-2777693-0993 850 Purchase Order	<u>Mervyns</u> 0993 old	10/07/05 03:28 10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
(T) 0962-2777693-0996 850 Purchase Order	<u>Mervyns</u> 0996 old	10/07/05 03:28 10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<b>0952-2777693-0997</b> 850 Purchase Order	Menyns 0997 old	10/07/05 03:28 10/14/05	810 Invoice 610 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
© 9962-2777693 850 Purchase Order	Menoyns old	10/07/05 03:28	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
0962-9970934-0911 850 Purchase Order .	Menyns 0911 old		\$10 invoice \$10 invoice (Pre-distro) \$56 ASN (Post-distro) \$56 ASN (Pre-distro) \$70 Order Status Report
①962-6184652-0911 850 Purchase Order	Manyms 0911 old	10/05/05 21:28 10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
9952-7425991-0911 850 Purchase Order	Meryvns 0911 old	10/05/05 21:28 10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<b>Q962-2777693-0911</b> 850 Purchase Order	Mervyns 0911 old	10/05/05 21:28 10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Post-distro)



P 00743

Back PRINT

eceived from: Mervyns

ate and time: 10/11/2005 3:28:08 AM

**Purchase Order** 

 rans Control No
 101299082

 O Type
 Delivery Order

 O Date
 09/30/2005

 'endor No
 0066423

romotion Code

OB Descr COMPTON CA

pecial Order Type

erme Basis DateType Delivery Date

erms Disc Days Due

hip/Deliver Not lefore

10/25/2005

romotion Start

touting Code USE READY TO SHIP WEB

istruction Type luyer Name hip to Store Name hip to Store Address hip to Store State erms Net Days

lervyn PO Type POST-DISTRO

Trans Type Original PO Number 0962-2158236

Department No 962

Vendor Name GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer

Transport Type
Instruction

Buyer Store No 0986

Ship to Code

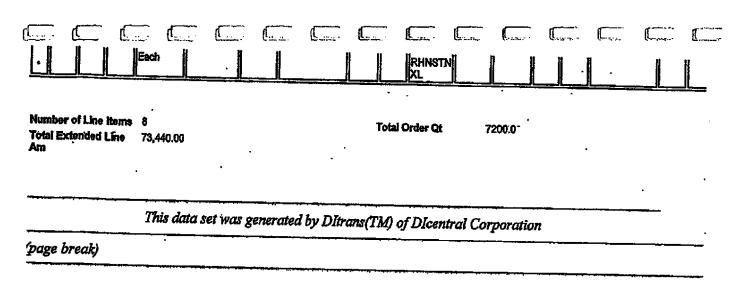
Ship to Store City Ship to Store Zipcode

Release No

0001

0986

5 P		Unit	Price	Basis Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	Sto No Q1
	600	Each	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN S		SMALL	12	1	C12610	0986	72
	1200	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0986	144
	1200	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN	BLACK	Large	12	1	C12610	0988	144
	300 	Each		Wholesale Price per Each	962880027	506	842629004690	36		BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84
	300	Each	H	Wholesale Price per Each	962880032	506-3	842629004744	32	1		BLACK	SMALL	12	1	C12610	0986	72
	200	Each	. ]]	Wholesale Price per Each	962880033	506-3	842629004751	32		BLK PANT W RHNSTN	BLACK	Medium	12	1	C12610	)986	132
	200	Each		Wholesale Price per Each	962880034	506-3	842629004768	32	1		BLACK	Large	12		C12810 (	986	144
E	00	Each	9.6	Wholesale	962880035	506-3	842629004775	32	1	BLK	BLACK	XLarge	12		C12610	986	34



Received from: Meryyns )ate and time: 10/11/2005 3:28:08 AM Purchase Order 00745 Frans Control No 101299062 Trans Type <sup>2</sup>O Type Original **Delivery Order** PO Number 0962-2158236 PO Date 09/30/2005 Department No **Vendor** No 962 0066423 Vendor Name <sup>3</sup>romotion Code GREAT WHITE BEAR LLC **Guest Name Suest Contact FOB Point** FOB Descr Origin **COMPTON CA** Sale Reg Type Special Order Type No Back Order Теппа Туре Terms Basis DateType Delivery Date Basic Terms Disc Percent ferms Disc Days Due Terms Descr Ship/Deliver Not N30ROG+1%RTV+1%WH 10/25/2005 Ship/Deliver Not After 3efore 10/28/2005 <sup>2</sup>romotion Start **Routing Code Type** Assign by Buyer **Routing Gode** USE READY TO SHIP WEB Transport Type . nstruction Type Instruction Stryer Name **Buyer Store No** Ship to Store Name 0986 0986

0001

Ship to Store Name
Ship to Store Name
Ship to Store Address
Ship to Code
Ship to Store State
Ship to Store City
Ship to Store Zipcode
Release No

<b>*</b>	Qty	Uni		Unit Price	Buyer Catalog No	Vendo Style No	UPC Code	Retai Price	Muft Price Qty	Product Descr	Colo	Size	No of Paci	No of inner	Ticket/Hange Code	Stor No	Stor
	72	Eac	h 10.8	Wholesak Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN		SMALL	12	Pack 1	C12610	0986	<u>L</u>
	144	Eacl	10.8	Wholesale Price per Each	962880025	506	842629004676	36		S BLK CROP JKT W RHNSTN		Medium	12	1	C12610	0986	144
1	44	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	M BLK CROP JKT W RHNSTN	BLACK	Large	12	1	C12610	0986	144
8	4	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36		KT W RHNSTN	BLACK	XLarge	12	1	C12610	0986	84
72	2	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	W TAN'	BLACK	SMALL	12 .		C12610	098 <del>8</del>	72
13		Each		Wholesale Price per Each	962880033	506-3	342629004751	32	lip	LK ANT W HNSTN	BLACK	Medium	12		212610	0986	132
14		ach		Wholesale S Price per Each	62880034	06-3	42629004768	32 1	B	<u>`</u>	SLACK	Large	2 1	C	12610	986	144
84	E	ach		Wholesale 9 Price per Each	62880035 5	06-3 8	42629004775	2 1	P. R	LK ANT W HNSTN	LACK	KLarge 1	2 1	C	12610	986	<del>-</del>

<u> </u>					<u> </u>		<b>C</b>	(C	( <u></u>		f
fumber of Line Items otal Extended Line Im	•			. Total	Order Qt	87	6.0		-		
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page break)					Dicera	- Corp				<del></del>	<del></del> ;

Case 2:06-cv-13358-RMB-FM Document 68-5 Filed 06/23/2008 Page 51 of 65

eceived from: Mervyns

ate and time: 10/11/2005 3:28:08 AM

#### **Purchase Order**

P 00747

rans Control No

101299062

**О Туре** 

**Delivery Order** 09/30/2005

O Date **'endor No** 

0066423

Tomotion Code

iuest Contact

OB Descr

**COMPTON CA** pecial Order Type

erms Basis DateType Delivery Date

erms Disc Days Due hip/Deliver Not

10/25/2005

lefore

romotion Start

**louting Code** 

USE READY TO SHIP WEB

**Istruction Type** 

luyer Name hip to Store Name

hip to Store Address

thip to Store State erms Net Days

lervyn PO Type

POST-DISTRO

Trans Type

Original \_

PO Number

0962-2158236

Department No

Vendor Name

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin

Sale Reg Type

No Back Order

Terms Type

**Terms Disc Percent** 

N30ROG+1%RTV+1%WH

**Terms Descr** 

Ship/Deliver Not After 10/28/2005

Basic

**Routing Code Type** 

Transport Type

Assign by Buyer

Instruction

Buyer Store No .

0993 0993

Ship to Code

Ship to Store City

Ship to Store Zipcode Release No

0001

	<u> </u>			Basis Unit Price	Nọ	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Gode	Ston No 1	Sto No Qt
	108	Eac	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN		SMALL	12	1	C12610	0993	108
	228		10.8	Price per Each	962880025	·	842629004676	36		BLK CROP JKT W RHNSTN M		Medium	12	1	C12610	0993	228
		·.	10.8	Wholesale Price per Each	962880026	506	842629004683 	36		BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0993	204
1	80	Each		Wholesale Price per Each	962880027	506	842629004690	36		BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0993	108
1	90	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1		BLACK	SMALL,	12	1	C12610.	0993	108
L		Each		Wholesale Price per Each			842629004751	32		BLK PART W RHNSTN M	BLACK	Medium	12	1	C12610	0993	228
		Each		Wholesale Price per Each			842629004768	32	<u> </u>	BLK PANT W RHNSTN	BLACK	Large	12	1	C12610	0993	192
1	08	Each		Wholesale Price per Each	62880035	506-3	342629004775	32		ELK PANT W RHINSTIN (L	BLACK	XLarge	12	1	C12610	0993	108

	<u></u> (.			· [[	( <del></del>	<u> </u>		( <u> </u>	<u> </u>	(	<del>(                                    </del>	<u> </u>	ſ <u>.</u>
	er of Line Items Extended Line	8 13,104.00				Tota	il Order Qi	ŧ	1284.0		-		
<sup>†erg</sup> mong angalani		This da	ita sėt was	generated i	hv Diteo	e/T3.A	of Dia-				<del> </del>		
lnaaa	Zaio a El		,	50.001 18001	Oy 1710 U	nm(11M)	oj Dicei	urai Co	rporatio ———	n ———	<del></del> -		

Case 2:06-cv-13358-RMB-FM Document 68-5 Filed 06/23/2008 Page 53 of 65

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aceived from: Mervyns ste and time: 10/11/2005 3:28:08 AM

#### **Purchase Order**

00749

rans Control No

101299062

O Type

**Delivery Order** 

O Date

09/30/2005 0066423

endor No remetion Code

**Best Contact** 

OB Descr COMPTON CA

pecial Order Type

erms Basis DateType Delivery Date

erms Disc Days Due

hip/Deliver Not efore

10/25/2005

romotion Start

outing Code

USE READY TO SHIP WEB

**Istruction** Type uyer Name

hip to Store Name hip to Store Address hip to Store State

erms Net Days lervyn PO Type

POST-DISTRO

Trans Type

Original

PO Number

0962-2158238

Department No

962

**Yendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Sale Req Type

No Back Order

Terms Type **Terms Disc Percent** 

Basic

Origin

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 

0996 0996

Ship to Code

Ship to Store City Ship to Store Zipcode

Release No

0001

io	Qty	Uni	<u> </u>	Unit Pric	No	Vendo Style No	UPC Code	Retai Price	Multi Price Qty	Product Descr	Color		No of Paci	No of Inner Pack	Ticket/Hanger Code	Store No 1	Stor No Qty
·	•		10.8	Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN S	ļ	SMALL	12	1	C12610	0996	216
	432	Eacl	10.8	Wholesak Price per Each	962880026	508	842629004676	36	1	BLK CROP JKT W RHNSTN M		Medium	12	1	C12610	0996	432
	456	Eac	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN	BLACK	Large	12	1	C12610	0996	456
	92	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	4	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0996	192
		Each		Wholesale Price per Each	962880032	506-3	842629004744	32	÷.	السسسية	BLACK	SMALL	12	1	C12610	0996	216
		Each		Price per Each	962880033		842629004751	32	1		BLACK	Medium	12		C12610	0996	432
4	68	Each	9.6	Wholesale Price per Each	962880034	5Q6-3	842629004768	32	1	الــــــــــــــــــــــــــــــــــــ	BLACK	Large	12	1	C12610	0996	468
1	92	Each		Wholesale Price per Each	962880035	506-3	842629004775	32		BLK PANT W RHNSTN KL	BLACK	XLarge	12	1	C1261D	2996	192

		<u> </u>	Carrie - Carrie	[	[		<u> </u>		<u> </u>		<del></del>	Γ
Number of Line Items Total Extended Line Am		53.60			Tota	i Order Qt	2	604.0		•		
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Filed 06/23/2008 Page 56 of 65

Received from: Mervyns

Tate and time: 10/11/2005 3:28:08 AM

#### **Purchase Order**

Trans Control No

101299062

PO Type

**Dalivery Order** 

PO Date

09/30/2005 0066423

Vendor No

Promotion Code. **Guest Contact** 

FOB Descr

COMPTON CA.

10/25/2005

USE READY TO SHIP WEB

Special Order Type Terms Basis DateType Delivery Date

Terme Disc Days Due

Ship/Deliver Not

Before

**Promotion Start** 

Routing Code

Instruction Type **Buyer Name** 

Ship to Store Name Ship to Store Address

Ship to Store State

**Ferms Net Days** Mervyn PO Type

POST-DISTRO

Trans Type

PO Number

Original 0962-2158236

Department No

962

**Vendor Name** 

**GREAT WHITE BEAR LLC** 

Assign by Buyer

**Guest Name** 

**FOB Point** Origin

Sale Reg Type No Back Order

Теппз Туре Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

**Routing Code Type** 

Transport Type

Instruction

**Buyer Store No** 

Ship to Code

Ship to Store City

Ship to Store Zipcode

Release No

0001

0997

0997

No		Un	L	CO U	Basis Init Price	No	Vendo Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code		Stor No '
1	204	Eac	h 10.	ĮΡ	Vholesale Vice per ach	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN		SMALL	12	1	C12610	0997	204
2	396		h 10.	P	Vholesale rica per ach	962880025	506	842629004676	36	1 1	BLK CROP JKT W RHNSTN M		Medium	12	1	C12610	0997	396
3	396	Eac	10.	Pi	fnolesale rice per ach	962880026	508	842629004683	36		BLK CROP JKT W RHNSTN	BLACK	Large	12	1	C12610	0997	396
	216	Ead	10.8	Pr	holesale ice per ach	962880027	506	842629004690	36		BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0997	216
		Eact		(Pri	holesale ice per ich	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	i I	SMALL	12	1	C12610	0997	204
		Each		W Pri Ea	ice per	62880033	506-3	842629004751	32	1	<u> </u>	BLACK	Medium	12		C12610	0997	408
	96	Each		Pri Ea	ice per ch	62880034		842629004768	32		BLK PANT W RHNSTN	BLACK	Large	12		C12610	997	396
12	16	Each	9.6	W Pri Eac	ce per	62880035	506-3	842629004775 ·	32		BLK PANT W RHNSTN KL	BLACK	XLarge	12		C12810 (	997	216

<u> </u>	····· Carrie	[			<u> </u>	<u> </u>	(			
umber of Line Items stal Extended Line m	8 24,840.00			Total	Order Qt	2436.0	٠		•	
	This data se	t was gener	rated by Dit	rans(TM) a	f Dicentra	Corporation		-		. •
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Case 2:06-cv-13358-RMB-FM Document 68-5 Filed 06/23/2008 Page 57 of 65

leceived from: Mervyns

ate and time: 10/5/2005 9:28:08 PM

**Purchase Order** 

**Frans Control No** 

101295047

<sup>2</sup>O Type

Blanket Order

<sup>2</sup>O Date

10/05/2005

**/endor No** 

0066423

10/10/2005

<sup>3</sup>romotion Code

**3uest Contact** 

\*OB Descr COMPTON CA

ipecial Order Type

Perms Basis DateType Delivery Date iems Disc Days Due

Htlp/Deliver Not

**3efore** 

\*romotion Start

**touting Code** 

USE READY TO SHIP WEB

nstruction Type Suyer Name

ihip to Store Name

ihip to Store Address ihip to Store State

'erms Net Days

fervyn PO Type

**POST-DISTRO** 

Trans Type

Original

PO Number

0962-2777693

Department No

GREAT WHITE BEAR LLC

Origin

**Vendor Name** 

**Guest Name** 

**FOB Point** 

Sale Req Type

No Back Order

Terms Type Basic

**Terms Disc Percent** 

Terms Descr

Ship/Deliver Not After

N30ROG+1%RTV+1%WH

Assign by Buyer

10/14/2005

**Routing Code Type** 

Transport Type Instruction

**Buyer Store No** 

Ship to Code

0911

0911

Ship to Store City Ship to Store Zipcode

Release No

40		Unit	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Muit Price Qty	Product Descr			No of Pack	of .		Store No 1	Store No 1 Qty
		Each	Price per Each	962880016		842629004546	28		PLM CHRMS HL TR TOP S	PLUM	SMALL	12			091 (	60G
		Each	Wholesale Price per Each	962880017	628	842629004553	28	1		PLUM	Medium	12	1	C12610	0911	1200
		Each	Wholesale Price per Each	962880018	628	842629004560	28	1		PLUM	Large	12		C12610	0911	1200
	500	Each	Wholesale Price per Each	962880019	628	842629004577	28	1		PLUM	XLarge	12	1	C12610	0911	600

umber of Line Items 4

otal Extended Line 33,300.00 Total Order Qt

3600.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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teceived from: Mervyns

hate and time: 10/7/2005 3:28:06 AM

## Purchase Order

Frans Control No 101296662 <sup>3</sup>O Type **Delivery Order** <sup>3</sup>O Date 10/05/2005 /endor No 0066423

<sup>2</sup>Tomotion Code

**Suest Contact** 

FOB Descr COMPTON CA

≯pecial Order Type

Terms Basis DateType Delivery Date

ferms Disc Days Due ihip/Deliver Not

10/10/2005 sefore

remotion Start

touting Code USE READY TO SHIP WEB

natruction Type Juyer Name hip to Store Name thip to Store Address ihip to Store State **Terms Net Days** 

Nervyn PO Type POST-DISTRO Trans Type

Original 0962-2777693

PO Number -Department No

962

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order **Terms Type** Basic

**Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/14/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 

0986

Ship to Code

0986

Ship to Store City . Ship to Store Zipcode

Release No

0001

40		Unit	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr		No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
		Each	Price per Each	962880016		842629004546	28		PLM CHRMS HL TR TOP S	PLUM	SMALL		كصقا		0986	96
			Price per Each	962880017		842629004553	28		PLM CHRMS HL TR TOP M	PLUM	Medium	12	1	C12610	0986	168
			Wholesale Price per Each	962880018	628	842629004560	28	1		PLUM	Large	12	1	C12610	0986	156
	34	Each	Wholesale Price per Each	962880019	628	842629004577	28		PLM CHRMS HL TR TOP XL	PLUM	XLarge	12	í	C12610	0986	84

umber of Line Items 4 otal Extended Line 4,662,00

**Total Order Qt** 

504.0

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eceived from: Merviate and fime: 10/7/	yns 2005 3:28:06 AM			ase Order	Commercial Control		<u></u>
'rans Control No 'O Type 'O Date fendor No 'romotion Code juest Contact	101296662 Delivery Order 10/05/2005 0066423	•		Trans Type PO Number Department No Vendor Name Guest Name FOB Point	Original 0962-2777693 962 GREAT WHITT		
OB Descr ipecial Order Type	COMPTON CA			Sale Req Type Terms Type	Origin No Back Order Basic	•	
erms Basis DateType erms Disc Days Due	Delivery Date			Terms Disc Perce		PT-5: 4051481	

ihip/Deliver Not lefore 10/10/2005

'romotion Start USE READY TO SHIP WEB

louting Code astruction Type Juyer Name hip to Store Name hip to Store Address hip to Store State erms Net Days

lervyn PO Type POST-DISTRO Ship/Deliver Not After 10/14/2005 **Routing Code Type** Assign by Buyer **Transport Type** 

Instruction Buyer Store No 0993 Ship to Code

0993 Ship to Store City Ship to Store Zipcode Release No 0001

	Unit		Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr		No of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	Each		Wholesale Price per Each	962880016	628	842629004546	28		PLM CHRMS HL TR TOP S	PLUM	SMALL	12		C12610	0993	132
	Each		Wholesale Price per Each	962880017	628	842529004553	28	1		PLUM	Medium	12	1	C12610	0993	240
	Each		Wholesale Price per Each	962880018	628	842629004560	28	1		PLUM	Large	12	1	C12610	0993	228
20	Each	- 11	Wholesale Price per Each	962880019	628	842629004577	28	1		PLUM	XLarge	12	1	C12610	0993	120

imber of Line Items tal Extended Line 1	4 6,660.00	Total Order Qt	720.0
	This data set was generate	d by Ditrans(TM) of Dicentral (	Corporation
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Received from: Mervyns

Date and time: 10/7/2005 3:28:06 AM

#### **Purchase Order**

 Trans Control No
 101296662

 PO Type
 Delivery Order

 PO Date
 10/05/2005

 Vendor No
 0066423

Promotion Code Guest Contact

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

10/10/2005

**Promotion Start** 

Routing Code USE READY TO SHIP WEB

Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Wervyn PO Type POST-DISTRO

Trans Type

Originai 0962-2777693

PO Number Department No

962

Vendor Name

**GREAT WHITE BEAR LLC** 

Guest Name

FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/14/2005

Routing Code Type
Transport Type

Assign by Buyer

Instruction Buyer Store No

Buyer Store No 0996 Ship to Code 0996

Ship to Store City
Ship to Store Zipcode
Release No

0001

Ln No		Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size		No of inner Pack		Store No 1	Store No 1 City
		Each		Wholesale Price per Each	962880016	628	842629004546	28		PLM CHRMS HL TR TOP S	PLUM	SMALL		1		0996	168
2	348	Each	9.25	Wholeşale Price per Each	962880017	628	842629004553	28	1		PLUM	Medium	12	1	C12610	0996	348
		Each		Wholesale Price per Each	962880018	628	842629004560	28	1		PLUM	Large	12	1	C12610	0996	372
	156	Each		Wholesale Price per Each	962880019	628	842629004577	28	1		PLUM	XLarge	12	1	C12610	0996	156

fumber of Line Items 4 fotal Extended Line 9,657.00

Total Order Qt

1044.0

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Date and time: 10/7/2005 3:28:06 AM

## **Purchase Order**

Trans Control No. PO Type

101296662

PO Date

**Delivery Order** 10/05/2005

**Vendor No** 

0068423

**Promotion Code** 

**Guest Contact** 

**FOB Descr** 

COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date Terms Disc Days Due

Ship/Deliver Not

Before

10/10/2005

**Promotion Start** 

Routing Code

USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address

Ship to Store State **Terms Net Days** 

**Мегууп РО Туре** 

POST-DISTRO

Trans Type

Origina)

PO Number

0962-2777693

Department No.

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Sale Req Type

Origin

Terms Type

No Back Order Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 10/14/2005

Routing Code Type

Transport Type

Instruction

**Buyer Store No** 

0997 0997

Ship to Code

Ship to Store City

Ship to Store Zipcode Release No

0001

	_	Unii	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	Inner	i i	Store No 1	No 1
ľ	204	Each	9.25	Wholesale	962880016	628	842629004546	20					JLi	Pack	·		Qty
				Price per Each				20		PLM CHRMS HL TR TOP S	PLUM	SMALL	12	1	C12610	0997	204
H	144	Each	9.25	Wholesale	962880017	628	842629004553	20									
L				Price per Each	·		7.202000			CHRMS HLTR TOP M	PLUM	Medium	12	4	C12610	0997	444
4	44	Each	9.25	Wholesale	962880018	628	842629004560	28			57.74.4						
L		-		Price per Each	.	,		20		CHRMS HL TR	PLUM	Large	12	1	C12610	0997	444
2	40	Each	9.25	Wholesale	962880019	628	842629004577			TOPL						j	
			1	Price per Each			0420280049//	28	ik	PLM CHRMS IL TR	PLUM	XLarge	12		C12610	0997	240
=	<u> </u>				<u> </u>					OP XL	1	l l		- 1	Ĭ	1	

umber	of Line	items	4
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otal Extended Line

12,321.00

**Total Order Qt** 

1332.0

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Date and time: 10/11/2005 3:28:11 AM **Purchase Order** 

Trans Control No 101299112 Trans Type Origina! PO Type **Delivery Order** PQ Number 0962-4262179 PO Date 09/30/2005 Department No 962

Vendor No 0066423 **Vendor Name** GREAT WHITE BEAR LLC Promotion Code **Guest Name** 

**Great Contact FOB Point** Origin FOB Descr COMPTON CA Sale Req Type No Back Order Special Order Type

Terms Type Basic Terms Basis DateType Delivery Date Terms Disc Percent

Terms Disc Days Due **Terms Descr** N30ROG+1%RTV+1%WH Ship/Deliver Not 10/25/2005

Ship/Deliver Not After Before 10/28/2005 **Promotion Start** 

Routing Code Type Assign by Buyer Routing Code USE READY TO SHIP WEB **Transport Type** Instruction Type

Instruction **Buyer Name Buyer Store No** 0986 Ship to Store Name Ship to Code 0986 Ship to Store Address

Ship to Store City Ship to Store State Ship to Store Zipcode **Terms Net Days** Release No 0001 Mervyn PO Type POST-DISTRO

2 <u>5</u> 2		Unit		Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hangér Code	Ston No 1	Sto No Q
1	600	Each		Price per Each	962880040		842629004867	18	1	BLK JERSEY RHNSTN S TANK	ii .	SMALL	12	1	C12610	0986	72
2		Each		Price per Each	962880041		842629004874	18	1	BLK JERSEY RHNSTN M TANK	1	Medium	12	1	C12610	0986	156
3		Each		Price per Each	962880042		842629004881	18	l		BLACK	Large	12	1	C12610	0986	156
	<b>500</b>	Each	1 11	Wholesale Price per Each	962880043	616	842629004898	18		BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	4	C12610	0986	96
		Each		Price per Each	962880044		842629004829	18	1		WHITE -	SMALL	12	î	C12610	0986	72
		Each		rice per Each	962880045		842629004836	18	1		WHITE	Medium	12	1	C12610	0986	144
		Each		Mholesale Tice per Each	962880046	516	842629004843	18		WHT JERSEY RHNSTN LTANK	WHITE	Large	12		C12610	0986	156
; [6	80	Each	J F	Vholesale Price per ach	962880047	516	842629004850	18			мнте	KLarge	12		C12610 (	986	96 ,

Total Extended Line Am	38,880.00	<del></del>	<del></del>	<u> </u>	Total Order Qt	7200.0	<del></del>			
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Case 2:06-cv-13358-RMB-FM Document 68-5 Filed 06/23/2008 Page 64 of 65

#### received from: Mervyns **Purchase Order** Date and time: 10/11/2005 3:28:11 AM

Trans Control No 101299112 PO Type **Delivery Order** PO Date 09/30/2005 **Yendor No** 0066423

**Promotion Code Guest Contact** 

FOB Descr **COMPTON CA** 

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due Ship/Deliver Not

Before

10/25/2005

**Promotion Start** 

Routing Code USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type **POST-DISTRO**  Trans Type PO Number

0962-4262179 Department No 962

**Vendor Name GREAT WHITE BEAR LLC** 

**[** 

**Guest Name FOB Point** 

Origin No Back Order

Original

Sale Req Type Tents Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

**Routing Code Type** 

Assign by Buyer

**Transport Type** instruction

**Buyer Store No** 

D986

Ship to Code

0986

Ship to Store City Ship to Store Zipcode

Release No

0001

Ln No		Unit		Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr		No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Stor No Qty
1	72 ·	Each	5.4	Wholesale Price per Each	962880040	51 <del>6</del>	842629004867	18	1	BLK JERSEY RHNSTN S TANK	1	SMALL	12	1	C12610	0986	72
2	1 <b>5</b> 6	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18		BLK JERSEY RHNSTN M TANK	lí i	Medium	12	1	C12610	0986	156
3	156	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18		BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12810	0986	156
4	96	Each		Wholesale Price per Each	962880043	516	842629004898	18	-	BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0986	96
5	72	Each		Wholesale Price per Each	962 <b>8800</b> 44	516	842629004829	18	1	WHT JERSEY RHNSTN S TANK	WHITE	SMALL	12	1	C12610	0986	72
,	144	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18		WHT JERSEY RHNSTN M TANK	I B	Medium	12	1	C12610	0986	144
	156	Each		Wholesale Price per Each	962880046	516	842629004843	18	i		WHITE	Large	12	1	C12610	0986	156
	96	Each	·	Wholesale Price per Each	962880047	516	842629004850	18	1		WHITE	XLarge	12	1	C12610	0986	96

Total Extended Line Am	5,119.20		<u>[</u>		Land Oliver	948.6	Control of the Contro	<u> </u>	auto	<u> </u>
	This data s	et was g	enerated	by Ditro	ins(TM) of Dicen	tral Corporation		<del></del>	•	
'page break)		·· <u></u>			· · · · · · · · · · · · · · · · · · ·			<del></del>		

Filed 06/23/2008 Page 1 of 72

Case 2:06-cv-13358-RMB-FM Document 68-6

Date and time: 10/11	7/8	Purc	hase Order	
Trans Control No	101299112		Trans Type	Original
PO Type	Delivery Order		PO Number	0962-4262179
PO Date	09/30/2005		Department No	962
Vendor No Promotion Code	0066423		<b>Vendor Name</b>	GREAT WHITE BEAR LLC
Guest Contact			<b>Guest Name</b>	
FOB Descr	001		FOB Point	Origin
Special Order Type	COMPTON CA		Sale Reg Type	No Back Order
	Delbury Date		Terms Type	Basic
Terms Basis DateType Terms Disc Days Due	Delivery Date		Terms Disc Percent	
Ship/Deliver Not .	10/05/000F		Terms Descr	N30ROG+1%RTV+1%WH
Before	10/25/2005	•	Ship/Deliver Not After	10/28/2005
Promotion Start			Street A. C.	
Routing Code	USE READY TO SHIP WEB		Routing Code Type	Assign by Buyer
Instruction Type			Transport Type Instruction	
Buyer Name				
Ship to Store Name	•	4	Buyer Store No Ship to Code	0993
Ship to Store Address			Ship to Store City	0993
Ship to Store State	•		Ship to Store Zipcode	
Terms Not Dave			Auth or amie Tibeads	

Release No

0001

Terms Net Days

Мегут РО Туре

POST-DISTRO

No No		Unit		Unit Price	Catalog No	Vendor Style No	UPC Code	Retai Price	Mult Price Qty	Product Descr	Color Descr		No of Pack	No of Inner Pack		Store No 1	Stor No Qty
1	108	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK		SMALL	12	1	C12610	0993	10B
2	216	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHNSTN M TANK	<b>#</b>	Medium	12	î	C12610	0993	216
3	204	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0993	204
		Each		Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL TANK	i i	XLarge	12	1	C12610	0993	108
5	108	Each		Wholesale Price per Each	962880044	516	842629004829	16	1		WHITE	SMALL	12	1	C12610	0993	108
	28	Each		Wholesale Price per Each	962880045	516	842629004836	18	1		WHITE	Medium	12	i	C12610	0993	228
		Each		Wholesale Price per Each	62880046	516	842629004843	18	1		WHITE	Large	12		C12810	993	204
	08	Each		Wholesale S Price per Each	962880047	516 -	842629004850	18	1	البنت	WHITE	XLarge	12		C12610	993	08

Total Extended Line 6,933.60

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Filed 06/23/2008 Page 3 of 72

Case 2:06-cv-13358-RMB-FM Document 68-6

ovel M. s.			(	<u> </u>	Γ		<b></b>
Date and time: 10/11/2005 3:28:11 AM	Purcha	se Order				•	

Trans Control No 101299112 Trans Type Original PO Type **Delivery Order** PO Number 0962-4262179 PO Date 09/30/2005 Department No 962 **Vendor** No 0066423 **Vendor Name** GREAT WHITE BEAR LLC **Promotion Code** 

Guest Contact

FOB Descr COMPTON CA

Guest Name

FOB Point Origin

No Post Code

Special Order Type
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Percent
Terms Disc Percent

Terms Disc Days Due

Ship/Deliver Not 10/25/2005

10/25/2005

10/25/2005

10/25/2005

10/25/2005

10/25/2005

10/25/2005

10/25/2005

Promotion Start

Routing Code USE READY TO SHIP WEB Routing Code Type Assign by Buyer Instruinton Type

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store Address
Ship to Store Sto

Ship to Store State

Terms Net Days

Mervyn PO Type

POST-DISTRO

Ship to Store City
Ship to Store Zipcode
Release No 0001

No		Unit	Price	Basis Unit Price	No	Vendo Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	Stor No Qty
	216			Price per Each	962880040		842629004867	18	1	BLK JERSEY RHNSTN S TANK	H .	SMALL	12	1	C12610	0996	216
		Each		Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHNSTN M TANK	Eí í	Medium	12	1	C12610	0996	432
	444	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18		BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0996	444
	192	Each		Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL TANK	1 L	XLarge	12	1	C12610	0996	192
·	216	Each		Wholesale Price per Each	962880044	516	842629004829	18	1		WHITE	SMALL	12	1	C12610	0996	216
		Each		Price per Each	962880045		842529004836	18	1		WHITE	Medium	12		C12610	1996	432
		Each		Price per Each	962880046		842629004843	18			WHITE	arge	12		C12610	996	444
	92	Each	1	Wholesale S Price per Each	62880047	516	842629004850	18 1	7 7 E X	VHT ERSEY ZHNSTN	MHITE )	(Large	2 1	K	c12810 (	996 1	192

Total Extended Line Am	13,867.20	[]			Total Order Qt	2568.0	(,)	-		Ĺ
-		•				•				
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Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 5 of 72

Received from: Mervyris
Date and time: 10/11/2005 3:28:11 AM
Purchase Order

Trans Control No 101299112 Trans Type Original **PO Type Delivery Order** PO Number 0962-4262179 PO Date 09/30/2005 Department No 962 **Vendor No** 0066423 **Yendor Name** GREAT WHITE BEAR LLC. **Promotion Code Guest Name Guest Contact FOB Point FOB Descr** Origin COMPTON CA Sale Req Type No Back Order Special Order Type Тепта Туре Terms Basis DateType Delivery Date Basic Terms Disc Percent Terms Disc Days Due

Promotion Start

Routing Code USE READY TO SHIP WEB

Routing Code Type Assign by Buyer

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Transport Type
Instruction
Buyer Store No 0997
Ship to Store Address
Ship to Code 0997

Ship to Store City
Terms Net Days
Mervyn PO Type
POST-DISTRO
Ship to Store City
Ship to Store Zipcode
Release No 0001

No 1		Un	it		Unit Price	No	No	UPC Code	Reta Price	Mutt Price Qty	Produc Descr	Color Descr		No of Pack	No of Inner Pack	Ticket/Hange Code	Stor No	Stor
	204	Eac			Wholesale Price per Each	96288004	516	84262900486	7 18	1	BLK JERSEY RHNSTN S TANK	11	SMALL	12	jir ack	C12610	0997	204
	396				Price per Each	96288004		842629004874	18	1	BLK JERSEY RHNSTN M TANK	II .	Medium	12	1	C12610	0997	396
	396				Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0997	396
	204	Eact	5.		Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL		XLarge	12	1	C12610	0997	204
	204	Each	5.	∭F	Mholesale Price per Bach	962880044	516	842829004829	18	1.	TANK WHT JERSEY RHINSTN S TANK	WHITE	SMALL	12		C12610	0997	204
		Each			rice per ach	962880045		842529004836	18	1		WHITE	Medium	12		C12610	0997	396
L		Each		. E	ach ach	962880046		842629004843	18	1		WHITE	Large	12		12610	3997	396
2	04	Each	5.4	P	nolesale nce per ach	62880047	516	842629004850	18	ı V		WHITE	XLarge	12 1	C	12610	997	204
<u> </u>			<u> </u>							<u> </u>	ANK	.				1		

This data set was generated by Ditrans(TM) of Dicentral Corporation	rwinber or Line Item Total Extended Line Am					Tota	l Order Qt	_	400.0	<u> </u>	 (	(
France Lune 1)	(page break)	This data	set was s	generate	d by DItr	ans(TM)	of DIcen	tral Cor	poration		 <del></del> .	

Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 7 of 72

Page and time: 10/5/	yns 2005 9:28:10 PM	Purchase Order	·	-
Trans Control No PO Type PO Date Vendor No Promotion Code	101295075 Blanket Order 10/05/2005 0066423	Trans Type PO Number Department No Vendor Name	Original 0962-6184652 962 GREAT WHITE BEAR LLC	
Guest Contact FOB Descr Special Order Type	COMPTON CA	Guest Name FOB Point Sale Req Type Terms Type	Origin No Back Order	
Terms Basis DateType Terms Disc Days Due	Delivery Date	Terms Disc Percent Terms Descr	Basic	
Ship/Deliver Not . Before	10/25/2005	Ship/Deliver Not After	N30ROG+1%RTV+1%WH 10/28/2005	
Promotion Start Routing Code Instruction Type Buyer Name	USE READY TO SHIP WEB	Routing Code Type Transport Type Instruction	Assign by Buyer	
Ship to Store Name Ship to Store Address Ship to Store State		Buyer Store No Ship to Code Ship to Store City	0911 0911	

Ship to Store Zipcode

Release No

L: No		Unit	<u> </u>	Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Produc Descr	Color Descr			Inner		Store No 1	Ston No 1 Qty
1	600			Wholesale Price per Each	962880020	630	842629004584	28	1	BLK DRAP NCK	BLACK	SMALL	12	Pack 1	C12610	0911	
2	1200	Each		Wholesale Price per Each	962880021	630	842629004591	28	1	DRAP NCK	BLACK	Medium	12	1	C12610	0911	120C
3	1200	Each	1 1	Wholesale Price per Each	962880022	630	842629004607	28	1	DRAP NCK	BLACK	Large	12	1	C12610	0911	120c
Ţ	600	Each		Wholesale Price per Each	962880023	630	842629004614	28	1	TOP L BLK DRAP NCK TOP XL	BLACK	XLarge	12	1	C12610	0911	600

Terms Net Days

Mervyn PO Type

POST-DISTRO

itumber of Line Items otal Extended Line im	4 33,300.00	Total Order Qt	3600.0
	This data set was generated by Ditrans(	TM) of Dicentral C	orporation
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Received from: Mery Date and time: 10/12	yns 1/2005 9:57:48 AM	 ırchase Order		<u> </u>
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact	101300873 Delivery Order 10/05/2005 0066423	Trans Type PO Number Department No Vendor Name Guest Name FOB Point	Original 0962-6184652 962 GREAT WHITE BEAR LLO	C
FOB Descr Special Order Type Terms Basis Date Type	COMPTON CA  Delivery Date	Sale Req Type Terms Type Terms Disc Percent	No Back Order Basic	

Ship/Deliver Not 10/25/2005 Before

**Promotion Start Routing Code** USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Mervyn PO Type POST-DISTRO

**Terms Descr** N30ROG+1%RTV+1%WH Ship/Deliver Not After 10/28/2005 Routing Code Type Assign by Buyer **Transport Type** Instruction **Buyer Store No** 

0986

0986

Ship to Store City Ship to Store Zipcode Release No 0001

Ship to Code

No		Unit		Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr			toner	ll :	Store No 1	Ston No 1 Qty
	108	Each		Wholesale Price per Each	962880020	630	842629004584	28	1 1	BLK DRAP NCK	BLACK	SMALL		Pack 1	C12610	0986	
	204	Each	ĺ	Wholesale Price per Each	962880021	630	842629004591	28	1	TOPS BLK DRAP	BLACK	Medium	12·	1	C12610	0956	204
#	204	Each		Wholesale Price per Each	962880022	630	842629004607	28	1	DRAP	BLACK	Large	12		C12610	0986	204
	6	Each	9.25	Wholesale Price per	962880023	630	842629004614	28	1	NCK TOP L BLK	BLACK	XLarge	12	4	C12610	0986	96
				Each						DRAP NCK TOP XL						0000	-

umber of Line Items 4 ptal Extended Line 5,661.00

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**Total Order Qt** 

612.0

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Received from: Me	Erwas			<u> </u>			 <u></u>	<u> </u>	 <u>[</u>	
Date and time: 10	/12/2005 9:57:48	AM .	·	Pt	ırchase	Order				
Trans Control No	101300873								 	

PO Type **Delivery Order** PO Date 10/05/2005 . **Vendor No** 0066423 Promotion Code

**Guest Contact** 

**FOB Descr COMPTON CA** 

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before 10/25/2005

**Promotion Start** 

Routing Code USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Мегчул РО Туре POST-DISTRO

Trans Type Original **PO Number** 0962-6184652 Department No 962

**Vendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

Routing Code Type

Assign by Buyer

Transport Type instruction

**Buyer Store No** 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode Release No

0001

76 75		Unit	Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Gode	Retai Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner	Ticket/Hanger Code	Store No 1	No 1
	108	Each	9.25	Wholesale Price per Each	962880020	630	842629004584	28	( i	IUKAP	BLACK	SMALL		Pack	<u></u>	0993	Qty 108
	228	Each		Price per	962880021	630	842629004591	28	1	NCK TOP 8 BLK DRAP	BLACK	Medium	12	1	C12610	0993	228
1	204	Each		Each Wholesale Price per	962880022	630	842629004607	28		NCK TOP M	BLACK					0303	220
	08	Each		Each	962880023	820				DRAP NCK TOP L			12	1	C12610	0993	204
				Price per Each			842629004614	28	111	SLK DRAP VCK TOP XL	BLACK	XLarge	12		12610	993	108

umber of Line Items	4
stal Extended Line	5,994.00
	.,

**Total Order Qt** 

648.0

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This data set was generated by Ditrans(TM) of Dicentral	Corporation

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L	مستخا	L.,	<b></b>	tara -	Ļ	<b>t</b>	<b>b</b> ::::::::::::::::::::::::::::::::::::	<b>-</b>	********	<u> </u>	1 227 27	البوايس ما	[	
Zaraiva	d from: M											. 100 0.0		***************************************
recei18	CHILD HE BY	ICH VY(IS							•		*			

Jate and time: 10/12/2005 9:57:48 AM

**Purchase Order** 

Trans Control No 101300873 PO Type **Delivery Order** PO Date 10/05/2005 **Vendor No** 0066423

Promotion Code **Suest Contact** 

708 Descr COMPTON CA

Special Order Type

ferms Basis DateType Delivery Date

Terms Disc Days Due

htp/Deliver Not 3efore

10/25/2005

<sup>2</sup>romotion Start

**Routing Code** USE READY TO SHIP WEB

nstruction Type **3uyer Name** ihip to Store Name Hip to Store Address ihip to Store State erms Net Days

lervyn PO Type POST-DISTRO

Trans Type PO Number

Original 0962-6184652

Department No

**Vendor Name** 

962 GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order Basic

Terms Type **Terms Disc Percent** 

**Terms Descr** 

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 

0996 0998

Ship to Code Ship to Store City Ship to Store Zipcode

Release No

0001

9		Unit	Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	<b>i</b> l -		or Inner		Store No 1	Store No 1 Qty
		·	Price per Each	962880020		842629004584	28		BLK DRAP NCK- TOP S	BLACK	SMALL		Pack 1	C12610	0996	156
		·	Wholesale Price per Each	962880021	630	842629004591	28	1		BLACK	Medium	12	1	C12610	0996	336
		Each	Wholesale Price per Each	962880022	630	842629004807	28			BLACK	Large	12	Ţ	C12610	0996	336
1	44	Each	Wholesale Price per Each	962880023	630	842629004614	28	1		BLACK	XLarge	12	7	C12610	0996	144

amber of Line Items 4 xal Extended Line 8.991.00

**Total Order Qt** 

972.0

This data set was	generated by	DItrans(TM)	of Dicentral	Corporation
	generatea oy	Ditrans(IM)	of Dicentral	Corporation

Date and time: 10/	yns (	Purchase Order		
Trans Control No PO Type PO Date Vendor No Promotion Code Guest Contact	101300873 Delivery Order 10/05/2005 0066423	Trans Type PO_Number Department No Vendor Name Guest Name	Original 0962-6184652 962 GREAT WHITE SEAR LLC	
FOS Descr Special Order Type	COMPTON CA	FOB Point Sale Req Type	Origin  No Back Order	
Terms Basis DateType Terms Disc Days Due	Delivery Date	Terms Type Terms Disc Percent	Basic	
Ship/Deliver Not Before Promotion Start	10/25/2005	Terms Descr Ship/Deliver Not After	N30ROG+1%RTV+1%WH 10/28/2005	
Routing Code Instruction Type Buyer Name	USE READY TO SHIP WEB	Routing Code Type Transport Type Instruction	Assign by Buyer	
Ship to Store Name Ship to Store Address Ship to Store State		Buyer Store No Ship to Code Ship to Store City	0997 0997	•
Terms Net Days Mervyn PO Type	POST-DISTRO	Ship to Store Zipcode Release No	0001	

No			it P	rice	Basis Unit Price	Buyer Catalog No	Vendo Style No	UPC Code	Retai Price	Mult Price Qty	Product Descr	Color		No of Pack		Ticket/Hanger Code	Store No 1	Store No 1
1	22	Eac	ft 9.	l	Wholesale Price per Each	962880020	630	842629004584	28	1)	IUKAP	BLACK	SMALL	11	Pack	11	0997	Qty
2	432	Eac	n 9.2		Wholesale Price per Each	962880021	630	842629004591	28	1	NCK TOP 8 BLK DRAP	BLACK	Medium	12	1	C12610	0997	432
	456	Eact	9.2	5 1		962880022	630	842629004607	28		NCK TOP M	BLACK	lame	12				
	252	Each	9.2		ach Vholesale	62880023	630	842629004614	28		NCK FOP L					C12610	0997	456
					rice per					[ji	SLK PRAP ICK OP XL	BLACK	XLarge	12		C12610	997	252

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age break)				
	This data set was genera	ted by Ditrans(TM) of Dicentral	Corporation	
umber of Line Items otal Extended Line m	4 12,654.00	Total Order Qt	1368.0	

Date and time:	. L. ns	<u> </u>	<u></u>	Same.	Louis of	<u> </u>	<u></u>	<u> </u>	
Date and time:	10/5/200	9:28:09	PM	P	urchase	Order			

 Trans Control No
 101295093

 PO Type
 Blanket Order

 PO Date
 10/05/2005

 Vendor No
 0068423

Promotion Code Guest Contact

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not 10/10/2005

Before Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-7425991
Department No 962

harmient No 86

Vendor Name GREAT WHITE BEAR LLC
Guest Name

FOB Point Sale Req Type

Origin No Back Order Basic

Assign by Buyer

Terms Type
Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/14/2005

Routing Code Type

Transport Type Instruction

Buyer Store No Ship to Code

0911 0911

Ship to Store City Ship to Store Zipcode

Release No

Ln		Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Golor Descr	Size	No of Pack	No of Inner	Ticket/Hanger Gode	Store No 1	No ·
1	696	Each		Wholesale Price per Each	962880012	608	842629004409	36	i i	BLKPLM PRNT	JIPLUM I	SMALL	li .	Pack		0911	Oty 696
2	1404	Each		Wholesale Price per	962880013	608	842829004416	36	1	CHRM S SKRT BLKPLM		Medium	12		C12610		L
3	1404	Each		Each	962880014					PKNT CHRM M SKRT	PLUM				C12610	0911	140-
			1	Price per Each	-0200U  4	506	842629004423	36		CHRM L	BLACK PLUM	Large	12	1	C12610	0911	140
T	396	Each		Tice per	962880015	608 .	342629004430	36		SKRT BLKPLM PRNT	BLACK PLUM	XLarge	12	_	C12610	0911	696
	[			ach						CHRM (L SKRT	PLUM						

umber of Line Items	4
otal Extended Line	50,400.00
in .	,

**Total Order Ot** 

4200.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

serve			[	<u>[</u>			,,,,,,,,,,,	(	 <u></u>	
Date and time: 10/7/2005	3:28:10	AM .		Pu	ırchase	Order		•		

Trans Control No 101296710 PO Type Delivery Order PO Date 10/05/2005 **Vendor No** 0066423

Promotion Code Guest Contact

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not 10/10/2005

Before Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO

Trans Type Original PO Number 0962-7425991 Department No

**Vendor Name** 

GREAT WHITE BEAR LLC **Guest Name** 

FOB Point Sale Req Type

Origin . No Back Order

Terms Type Basic **Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH Ship/Deliver Not After 10/14/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No 8890 Ship to Code 0986

Ship to Store City Ship to Store Zipcode

Release No 0001

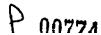
No.		Unit		Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr		No of Pack	No of Inner	Ticket/Hanger Code	Store No 1	No 1
1	156	Each		Wholesale	962880012	608	842629004409	38	<b> </b>	Di Vorsa	57.4.504		li i	Pack			Qty
				Price per Each				,		CHRM S	iPLUM .	SMALL	12	1	C12610	0988	158
2	276	Each		Wholesale	962880013	608	842629004416	36		SKRT							
				Price per Each						CHRM	PLUM PLUM	Medium	12	1	C12610	0986	276
3	264	Each		Wholesale	962880014	608	842629004423	26		MSKRT							
				Price per Each	!					CHRM L	BLACK!	Large	12	1	C12610	0986	264
1	44	Each		Vinolesale	962880015	608	842629004430	20		SKRT							
			HI.	Price per Each		,		36	· ]	CHRM	PLUM PLUM	XLarge	12		C12610	0986	144
_/_	_[							Į.		KI. Skirt	jj	į	ł				•

lumber of Line Kerns 4 otal Extended Line 10,080.00

**Total Order Qt** 

840.0

This data set was generated by DItrans(TM) of DIcentral Corporation



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Received					•				

Date and time: 10/7/2005 3:28:10 AM

**Purchase Order** 

Original

962

Origin

0001

0952-7425991

GREAT WHITE BEAR LLC

Trans Control No 101296710 Trans Type PO Type **Delivery Order** PO Number **PO Date** 10/05/2005 Department No **Yendor No** 0066423 **Vendor Name** 

Promotion Code **Guest Name Guest Contact FOB Point** 

**FOB Descr** COMPTON CA Sale Reg Type No Back Order Special Order Type Terms Type Basic

Terms Basis DateType Delivery Date Terms Disc Percent Terms Disc Days Due

**Terms Descr** N30ROG+1%RTV+1%WH Ship/Deliver Not 10/10/2005

Ship/Deliver Not After 10/14/2005 Before

Promotion Start **Routing Code Type** Assign by Buyer **Routing Code** USE READY TO SHIP WEB Transport Type

instruction Type Instruction **Buyer Name Buyer Store No** 0993 Ship to Store Name

Ship to Code 0993 Ship to Store Address Ship to Store City

Ship to Store State Ship to Store Zipcode Terms Net Days Release No Mervyn PO Type POST-DISTRO

Ln Qty Ship Unit Basis No Unit Price Unit Price Buyer Vendor **UPC** Code Mult Product Color Ticket/Hanger Refail Size No No Store Store Catalog Style No Price Price Descr Descr of of No 1 No 1 Code No Qty Pack lmner Qty Pack 144 Each 12 Wholesale 962880012 608 B42629004409 36 BUKPLM BLACK SMALL 12 C12610 0993 144 Price per PRNT PLUM Each CHRM S SKRT Each 12 288 Wholesale 962880013 608 842629004416 36 BLKPLM BLACK Medium 12 C12610 0993 288 Price per PRNT PLUM Each CHRM M SKRT

2 264 Each 12 Wholesale 962880014 608 842629004423 36 BLKPLM BLACK Large C12610 0993 264 Price per PRNT PLUM Each CHRM L SKRT 168 Each 12 Wholesale 962880015 608 842629004430 36 BLKPLM BLACK XLarge 0993 168 12 C12610 Price per PRNT PLUM Each CHRM

10,368.00 **Total Extended Line** 

Total Order Qt 864.0

This data set was generated by DItrans(TM) of DIcentral Corporation

		(	<u> </u>	<u>(</u>	(	<u> </u>	<u></u>	[	[	<b>C</b>	<u> </u>	[	(
Recei Date :	ived from and time:	: Mervyns 10/7/200	5 3:28:10 <b>.</b>	AM '		Pi	ırchase	Order				-	

Trans Control No 101296710
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0066423
Promotion Code

Promotion Code Guest Contact

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not 10/10/2005 Before

Promotion Start

USE READY TO SHIP WEB

Routing Code Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Мегчуп РО Туре

POST-DISTRO

Trans Type PO Number

Original 0962-7425991

Department No Vendor Name

962

GREAT WHITE BEAR LLC

Guest Name

Origin

FOB Point Sale Req Type

No Back Order

Terms Type Terms Disc Percent

Basic '

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/14/2005

Routing Code Type
Transport Type

Assign by Buyer

Instruction

Buyer Store No

Release No

0996 0996

Ship to Code Ship to Store City

Ship to Store Zipcode

0001

10		Unit	Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	ľ	No of Pack	inner	li e	Store No 1	Store No 1 Qty
1	180	Each	12	Wholesale	962880012	608	842629004409	-		21 (22) 44				Pack	<u></u>		City
				Price per Each				30		ichrm si	iplum i	SMALL	12	1	C12610	0996	180
-	96	Each		Wholesale	962880013	608	842629004416	25		SKRT		L		$oxed{oxed}$			
				Price per Each			01202004110	<b>3</b> 0		BLKPLM PRNT CHRM M SKRT	BLACK PLUM	Medium	12	1	C12610	0996	396
М	32	Each		Wholesale	962880014	608	842629004423	28	I								
				Price per Each						CHRM L	PLUM	Large	12	1	C12610	0996	432
1	56	Each	12	Wholesale	962880015	608 E	842629004430			SKRT							İ
	ı			Price per Each				36		HRM	BLACK PLUM	XLarge	12		C12610	0996	156
<u> </u>	_!							_ #		KL SKRT	H	I	J	ı		1	

kumber	of L	ine	lterns	4
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otal Extended Line 13,968.00

Total Order Qt

1164.0

This data set was	generated by Dltrans(TM) of Dlcentral Cor	noration
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Received from:	Meivyns		[	C. Lane	(marin	Tablina.	(	المستعددة المستعددة	Colonia na	Carrier Control	( <u>.</u> ,	ber au.	(,,,,
Date and time:	10/7/2005	3:28:10 A	M		Pu	rchase	Order					•	

Trans Control No 101296710 PO Type Delivery Order PO Date 10/05/2005 **Vendor No** 0066423 Promotion Code

Guest Contact FOB Descr COMPTON CA

Special Order Type Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

10/10/2005

**Promotion Start** 

**Routing Code** USE READY TO SHIP WEB

instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO

Trans Type Original PO Number 0962-7425991 Department No

962 **Vendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order **Terms Type** Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH Ship/Deliver Not After 10/14/2005

**Routing Code Type** Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0997 Ship to Code 0997

Ship to Store City Ship to Store Zipcode

Refease No 0001

No		Unit	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retal Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	laner		Store No 1	Ston No 1 Qty
1	216	Each	Wholesale Price per Each	962880012	608	842629004409	36	il i	CHRMS	JPLUM I	SMALL	H	Pack	<u></u>	0987	
	444	Each	Wholesale Price per Each	962880013	608	842629004416	36		CHRM	BLACK PLUM	Medium	12	1	C12610	0997	444
	444	Each	Wholesale Price per Each	962880014	608	842629004423	36	1	CHRM L	BLACK PLUM	Large	12	7	Ç12610	0997	444
	228	Each	Wholesale Price per Each	962880015	608	842629004430	36	1	SKRT BLKPLM PRNT CHRM XL	BLACK PLUM	XLarge	12	1	C12610	0997	228

lumber of Line Items 4 otal Extended Line 15,984,00

Total Order Qt

1332.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

# Received from: Mervyns Date and time: 10/11/2005 3:28:11 AM Purchase Order

 Trans Control No
 101299215
 Trans Type
 Original

 PO Type
 Delivery Order
 PO Number - 0962-8797450

 PO Date
 09/30/2005
 Department No
 962

Vendor No 0068423 Department No 962

Promotion Code Guest Contact Guest Name GREAT WHITE BEAR LLC

FOB Descr COMPTON CA Sale Req Type No Back Order Terms Basis Date Type Delivery Date

FOB Point Origin

Sale Req Type No Back Order Terms Type Basic

Terms Disc Days Due
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not 10/25/2005
Before
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005

Before Ship/Deliver Not After 10/28/2005

Promotion Start Routing Code USE READY TO SHIP WEB Transport Type

Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer Transport Type

Baryer Name

Ship to Store Name

Ship to Store Address
Ship to Store State

Instruction

Buyer Store No 0986
Ship to Code 0986
Ship to Store City

Terms Net Days

Mervyn PO Type

POST-DISTRO

Ship to Store Zipcode
Release No 0001

ū	n Q	v le	him	Unit	Basis	7												
2		L	nit	Price	Unit Price	No	.No	UPC Code	Retai Price	Mult Price Qty	Product Descr	t Colo Desc	r Size	No of Pack	No of Inner Pack	Ticket/Hange Code	Stor No 1	Ston No 1 Qty
1	528				Wholesale Price per Each	96288002	506	84262900470	6 36	1	PNK CROP JKT W RHNSTN	PINK	SMALL	12	1	C12610	0986	60
2	106				Wholesale Price per Each	962880021	506	84262900471:	3 36	1	PNK CROP JKT W RHNSTN	PINK	Medium	12	1	C12610	0986	120
3	106	B Ea	ch	10.8	Wholesale Price per Each	962880030	506	842629004720	36	1	PNK CROP JKT W RHNSTN	PINK	Large	12	1	C12610	0986	120
4	528	Ea	eh A	fi.	Wholesale Price per Each	962880031	506	842929004737	36		CROP JKT W RHNSTN	PINK	XLarge	12	ş	C12610	0988	72
5	528	Eax	ж 9	<u> </u>	Wholesale Price per Each	962880036	506-3	842629004782	32	î	XL PNK PANT W RHNSTN S	f J	SMALL	12	1	C12610	0986	60
	1068		L		rice per ach	962880037		42629004799	32	1		PINK	Medium	12	1	C12610	0986	108
	1068				rice per ach	962880038		42629004805	32	#	PANT W CHNSTN	PINK	Large	12 1		C12610	0986	120
	528	Eac	9.	P	Vholesale rice per ach	62880039	506-3 8	42629004812	32	j	HNSTN	PINK	XLarge 1	2 1		C12610 (	986	72

<u></u>	<u></u>	<u></u>	Cara.	(		<b>(</b>		<u> </u>		<b>C</b> :	<b>C</b>	<u> </u>		(
	er of Line Ite extended Lin		16.80				Tota	l Order Qt	<b>6</b> 3	884.0	·			
-			<u>.</u> .						•			•		
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Inama	hand					<del></del>					<u> </u>			

Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 19 of 72

## 

Received from: Mervyns

Date and time: 10/11/2005 3:28:11 AM

## **Purchase Order**

 Trans Control No
 101299215

 PO Type
 Delivery Order

 PO Date
 09/30/2005

Vendor No 0066423

Promotion Code Guest Contact

FOB Descr . COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

10/25/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Typs
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days

Mervyn PO Type · POST-DISTRO

Trans Type PO Number

Original 0962-8797450

Department No

io 962 GREAT WHITE BEAR LLC

Vendor Name Guest Name

> Origin No Back Order

Sale Req Type Terms Type

**FOB Point** 

Terms Type Basic
Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No 0986 Ship to Code 0986

Ship to Store City Ship to Store Zipcode

Release No

0001

Į.	i,	Qty	Ship Unit	Uni	t Basis Unit Pric	Buyer Catalog	Vendor Style	UPC Code	Reta	Mult	Produc	Colo	Size	No	No	Ticket/Hange	r Stor	- Et
1		3 <del>0</del>		Ŀ		No	No			Price Qty	Descr	Desc		of Pack	of Inner Pack	Code	No 1	No 1 Qty
				10.8	Wholesal Price per Each	962880028	506	84262900470	6 36	4-	PNK CROP JKT W RHNSTN	1	SMALL	12	1	C12610	0986	60
2		20	Each	10.8	Wholesale Price per Each	962880029	506	842629004713	36		PNK CROP JKT W RHNSTN M	1	Medium	12	1	C12610	0986	120
3	1	20	Each	10.8	Wholesale Price per Each	962880030	506	842629004720	38	1		PINK	Large	12	1	C12610	0986	120
4	77	2	ach	10.8	Wholesale Price per Each	962880031	506	842629004737	36		CROP JKT W RHNSTN	1	XLarge	12	1	C12610	0986	72
5	<b>S</b> C	7	ach	9.6	Wholesale Price per Each	962880036	506-3	842629004782	32	1	XL PNK PANT W RHNSTN		SMALL	12		C12610	0988	60
8	10		ach		Wholesale Price per Each	962880037	506-3	842629004799	32		PNK PANT W CHINSTIN	PINK	Medium	12		C12610 .	0986	108
7	12		ach		Wholesalé Prica per Each	962880038	06-3	42629004805	32	N.	NK PANT W CHNSTN	PINK	large 1	2 1		712610	0986	120
Б	72	E	ach		Wholesale Price per Each	962880039	06-3	42629004812	32	ĺΡ	HNSTN	PINK D	(Large 1	2 1	c	12610	986	72

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Number of Line Ite Total Extended Lin Am					То	tal Order Qi	ŧ	732.0		٠		
									. •			•
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Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 21 of 72

### Contract Contract Received from: Mervyns Date and time: 10/11/2005 3:28:11 AM **Purchase Order**

Trans Control No 101299215 PO Type **Delivery Order** PO Date 09/30/2005 **Vendor No** 0066423 **Promotion Code** 

**Guest Contact** 

FOB Descr COMPTON CA Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due Ship/Deliver Not

Before

**Promotion Start Routing Code** USE READY TO SHIP WEB

10/25/2005

Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original PO Number 0962-8797450 Department No 962

**Vendor Name** GREAT WHITE BEAR LLC **Guest Name** 

FOS Point nigirO Sale Req Type No Back Order Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

**Routing Code Type** Assign by Buyer Transport Type

Instruction

Buyer Store No 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode Release No.

0001

	96 96	Un	it   P	rice	Basis Unit Pric	No	Style No	or UPC Code	Rets Price	Mult Price Qty	Produ Desc	ct Co r De:	lor (	ize	No of Pack	No of Inner	Ticket/Hang Code	er St No	ore St
			h 10		Wholesak Price per Each	96288002	8 506	84262900470	6 36	1	PNK CROP JKT W RHNST	#	K SM	ALL	12	Pack	C12610	099	3 96
			10.		Wholesale Price per Each			84262900471:	3 36	1	PNK CROP JKT W RHNST	PINI	K Me	Sun	12	1	C12610	099	3 192
			10.		rice per	962880030		842629004720	36		PNK CROP JKT W RHNSTN	PINK	Larg	e	12	1	C12610	099:	180
9			10.8	PE	rice per ach			842629004737	36		PNK CROP IKT W RHNSTN	l	XLar	ge	2		C12610	0993	96
96		ach		Het	holesale ice per ach	62880036	506-3	842629004782	32		KL PINK PANT W KHINSTN	PINK	SMA	1	2 1		12610	0993	96
		ach		Ea	ch caper	62880037		42629004799	32	je.	NK ANT W HNSTN	PINK	Medit	m 1:	2 1	C	12610	0993	204
		d		Eac	za per	52880038		42629004805	32 1	/IP/	NK ANTW HNSTN	PINK	Large	12	1	-	12610	0993	168
96 ==	Ea	ch 9		Wh Prix Eac	æper∥	2880039	06-3 8	42629004812	2 1	IIPA	INSTN	PINK	XLarge	12		CI	2610	993	96

		<b>(</b>	<u> </u>	<u> </u>	, Comment	[,	<u> </u>	C-xx	(
Number of Line items Total Extended Line Am				otal Order Qt	1128.0				
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Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 23 of 72

## Received from: Mervyns

Date and time: 10/11/2005 3:28:11 AM

Purchase Order

 Trans Control No
 101299215

 PO Type
 Delivery Order

 PO Date
 09/30/2005

 Vendor No
 0068423

Promotion Code Guest Contact

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before

10/25/2005

**Promotion Start** 

Routing Code USE READY TO SHIP WEB

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type PO Number

Origina! 0962-8797450

Department No

962

Vendor Name GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin
Sale Req Type No Back Order

Terms Type Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

Routing Code Type
Transport Type

\_Assign by Buyer

Instruction Buyer Store No

Ship to Code

099<del>6</del> 0996

Ship to Store City Ship to Store Zipcode

Release No

0001

No		L	it P	rice	Unit Pric	No	No	r UPC Code		il Muli Price Qty	Produc Descr	t Colo Desc	or Size	No of Paci	No of Inner	Ticket/Hange Code	Sto No	re St 1 N
	192	Eac	* 1	0.8	Wholesak Prica per Each	96288002	506	84262900470	6 36	1	PNK CROP JKT W RHNSTN		SMALL	12	Pack 1	C12610	099	8 19
	408	Eac	h 10	i i	Wholesale Price per Each	96288,0029	506	84262900471	3 36		S PNK CROP JKT W RHNSTN		Medium	12	1	C12610	0996	408
		Each			Wholesale Price per Each	962880030	506	842629004720	36		M PNK CROP JKT W RHNSTN	PINK	Large	12	1	C12610	0996	420
1	68	Each	10.	jj:	Vholesale Vice per ach	9628 <b>8003</b> 1	506	842629004737	36		CROP JKT W RHNSTN	PINK	XLarge	12	1	C12610	0996	168
		ach		IP E	rice per ach	962680036		842629004782	32	1 ·	PNK PANT W RHNSTN	PINK	SMALL	12		C12610	0996	192
		ach			ice per ach	952880037		342629004799	<b>3</b> 2	. #	NK PANT W CHNSTN	PINK	Medium	12		C12610	0996	396
42		ach		Pr	ice per ich	62880038		42629004805	32	i F	NK ANT W HNSTN	PINK	Large	12		X12610	0996	420
16		ach	9.6	Wi Pri Ea	ce per	62880039	506-3 8	42629004812	32	IP.	ANT W HNSTN	NK	XLarge	2 1		12610	2996	168

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	er of Line Extended		,120.0 <b>0</b>				Tot	al Order Qt	: :	2364.0		-		
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Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 25 of 72

**[**.... [\_\_\_ Received from: Mervyns

**GREAT WHITE BEAR LLC** 

Date and time: 10/11/2005 3:28:11 AM **Purchase Order** 

Trans Control No 101299215 Тгаля Туре PO Type Origina! **Defivery Order** PO Date PO Number 0962-8797450 09/30/2005 Department No **Vendor No** 962 0066423

**Promotion Code** Vendor Name **Guest Name Guest Contact** 

FOB Point **FOB Descr** COMPTON CA Origin Sale Req Type Special Order Type No Back Order

Terms Basis DateType Delivery Date Terms Type Basic Terms Disc Percent Terms Disc Days Due

Terms Descr Ship/Deliver Not Before N30ROG+1%RTV+1%WH 10/25/2005 Ship/Deliver Not After 10/28/2005

**Promotion Start** Routing Code Type Routing Code Assign by Buyer USE READY TO SHIP WEB

Transport Type Instruction Type Instruction **Buyer Name Buyer Store No** Ship to Store Name 0997 Ship to Code Ship to Store Address 0997

Ship to Store City Ship to Store State Ship to Store Zipcode **Ferms Net Days** 0001

Release No Wervyn PO Type POST-DISTRO

٥		Un	JL	ice L	Basis Init Price	Buyer Catalog No	Vendo Style No	r UPC Code	Ret	eil Mi e Pri Qi		ct Col	or Size	- # -	lo of ock	No of inner	Ticket/Hange Code	or Sto	1    No
1	80	Eac	xh 10.	P	Vholesale rice per ach	96288002	506	84262900470	6 36		PNK CROP JKT W RHNS		SMAL	_ [		Pack	C12610	0997	7 180
3			h 10.4	Pr Es	holesale ice per ich	962880029	506	84262900471	3 36	1	PNK CROP JKT W RHNST	PINK	Mediu	n 12		1	C12610	0997	348
34	8	Eaci	10.8	Pri Ea	ice per il	962880030	506	842629004720	36	1	PNK CROP JKT W RHNST	PINK	Large	12			C12610	0997	348
193	216	Each	10.8	Wi Priv Ear	ce per ii	962880031	506	842629004737	36	1	PNK CROP JKT W RHNST1	·	XLarge	12	1		C12610	0997	192
		ach		Eec	h h	62880036		842629004762	32	1	PNK PANT W RHNSTN S	PINK	SMALL	12			C12610	0997	180
360		ach		Wix Pric Eac	e per 🛚	62880037	506-3	842629004799	32	1	PNK PANT W RHNSTN	IF (	Medium	12		į.	12610	0997	360
360	E	ach		Who Price Each	per∦	32880038	06-3	142629004805	32	' Î	M PNK PANT W RHNSTN	PINK	Large	12		c	12610	0997	360
92	Ēα	ich		Who Price Each	per [	2880039 5	06-3 8	42629004812	32	1	<u> </u>	PINK	XLarge	12		C	12610	997	192

Number of Line Items 8
Total Order Qt 2160.0

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Page 27 of 72

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Date	and time	n: Mervyns : 10/5/200	9:28:11	PM		P	urchase	Order			•		

Trans Control No 101295123 PO Type Trans Type Blanket Order Original PO Number PO Date 0962-9970934 10/05/2005 Department No Vendor No 0066423 962 **Promotion Code Vendor Name** 

Promotion Code

Guest Contact

FOB Descr

COMPTON CA

Special Order Type

Terms Basis DateType

Delivery Date

GREAT WHITE BEAR LLC

Guest Name

FOB Point

Origin

No Back Order

Terms Type

Terms Type

Basic

Terms Disc Days Due

Ship/Deliver Not Before

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/005

Before Ship/Deliver Not After 10/28/2005
Promotion Start
Routing Code USE READY TO SHIP WEB Routing Code Type Assign by Buyer

Instruction Type
Buyer Name
Buyer Store Name
Ship to Store Address
Transport Type
Instruction
Buyer Store No 0911
Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type

POST-DISTRO

Ship to Store Zipcode
Release No

15 150	Qty	Un	ît P		Unit Pric	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Produc Descr	Colo Desc	r Size	of	No of Inner	Ticket/Hange Code	Sto No	1 No
	348	Eac	h 1	- 1	Wholesak Price per Each	96288000	6 612	84262900444	7 34	1	BLK BGLN PNT W/BOW	BLAC	K 3	12	Pack	C12610	0911	Qty 348
	696	Eac	170	- 11	Wholesale Price per Each	962880007	612	84262900445	1 34		BLK BGLN PNT W/BOW	BLACK	5	12	1	C12610	0911	696
	056	Eacl	10	- 10	Mholesale Price per Each	962880008	612	842529004451	34	1	5 ,	BLACK	7	12	1	C12610	0911	1056
1	056	Each	10.	_   F	Vholesale vice per ach	962880009	612	842629004478	34	ı	7 BLK BGLN PNT WBOW	BLACK	9	12		C12610	0911	1058
6	96	Each	10.7	IIP	/holesale rice per ach	962880010	612	42629004485	34 1	E E P	SLK B GLN NT VBOW	BLACK	11	2 1		12610	911	696
32	8	ach	10.7	P	holesale s ice per ich	62880011	612 8	42629004492	34 1	B		LACK	13 1	2 1	C	12610	911	346

lumber of Line Items 6 otal-Extended Line 45,150.00

Total Order Qt

4200.0

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Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 29 of 72

### Received from: Mervyns Date and time: 10/12/2005 9:55:56 AM **Purchase Order**

Trans Control No 101300913 PO. Type **Delivery Order** PO Date 10/05/2005 **Vendor No** 0066423

**Promotion Code Guest Contact** 

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due Ship/Deliver Not Before

10/25/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type **Buyer Name** Ship to Store Name Ship to Store Address Ship to Store State **Terms Net Days** 

Mervyn PO Type POST-DISTRO **Trans Type** Original PO Number 0962-9970934

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Department No 962

Vendor Name GREAT WHITE BEAR LLC

[ .....

**Guest Name** 

**FOB Point** Origin

Sale Reg Type No Back Order

Terms Type Terms Disc Percent

Basic

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0986 Ship to Code

0986

Ship to Store City Ship to Store Zipcode

Release No

0001

Ln No		Uni		Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of inner	Ticket/Hange Code	Store No 1	Stor No 1 Qty
1	84	Eacl	10.75	Wholesale Price per Each	962880000	612	84262900444	7 34	1	BLK BGLN PNT W/BOW	BLACK	3	12	Pack 1	C12610	0986	84
2	168	Each	10.75	Wholesale Price per Each	962880007	612	842629004454	34	1	BLK BGLN PNT W/BOW	BLACK	5	12	1	C12610	0986	168
	228	Each	10.75	Wholesale Price per Each	962880008	612	842629004461	34		BLK BGLN PNT W/BOW	BLACK	7	12	1	C12610	0986	228
	204	Each	10.75	Wholesale Price per Each	962880009	612	842529004478	34		7 BLK BGLN PNT W/BOW	BLACK	9	12	1	C12610	0986	204
***	56	Each	li	Wholesale Price per Each	962880010	612	342629004485	34		BLK BGLN PNT W/BOW	BLACK	11	2	1	C12610	0986	156
7	2	ach	JI (	Mholesale S rice per ach	62880011	612	42629004492	34		SLK BGLN PNT WBOW	BLACK	13 1	2		212610	0986	72

tumber of Line Items 6 otal Extended Line 9,804,00

**U**m

**Total Order Qt** 

912.0

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Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 31 of 72

Received from: Mervyns.

Date and time: 10/12/2005 9:55:56 AM

## Purchase Order

Trans Control No 101300913
PO Type Delivery Order
PO Date 10/05/2005

Vendor No 0066423

Promotion Code Guest Contact

FOB Descr . COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

ShipiDeliver Not Before

10/25/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type Buyer Name Ship to Store Name Ship to Store Address Ship to Store State Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type PO Number

Original 0962-9970934

Department No

962

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

Routing Code Type

Transport Type

Assign by Buyer

Instruction Buyer Store No

Buyer Store No 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode

Release No 0001

Ln No		Unit		Unit Price	Catalog No	Vendor Style No		Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	72	Each	10.75	Wholesale Price per Each	962880006	612	842629004447	34	1	BLK BGLN PNT W/BOW 3	BLACK	3	12	1	C12610	0993	72
2	144			Price per Each			842629004454	34	1	BLK BGLN PNT W/BOW 5	BLACK	5	12	1	C12610	0993	144
3				Prios per Each	962880008		842629004461	34		BLK - BGLN PNT W/BOW 7	BLACK	7	12	1	C12610	0993	204
4	216	Each	10.75	Wholesale Price per Each	962880009	612	842629004478	34		BLK BGLN PNT W/BOW 9	BLACK	9	12	1	C12610	0993	216
55	132			Price per Each	962680010		842629004485	34		BLK BGLN PNT WBOW	BLACK	11	12		C12610	0993	132
3	60	Each	1	Wholesale Price per Each	962880011	612	342629004492	34		BLK BGLN PNT W/BOW 13	BLACK	13	12		C12810	0993	5 <b>0</b>

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Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 33 of 72

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Received from: Mervyns

Date and time: 10/12/2005 9:55:56 AM

## **Purchase Order**

Trans Control No

101300913

PO Type

**Delivery Order** 

PO Date **Vendor No** 

10/05/2005 0066423

**Promotion Code** 

**Guest Contact** 

FOB Descr COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date

Terms Disc Days Due

Ship/Deliver Not

10/25/2005

Before

Promotion Start

Routing Code

USE READY TO SHIP WEB

Instruction Type **Buyer Name** 

Ship to Store Name Ship to Store Address

Ship to Store State **Terms Net Days** 

Mervya PO Type

POST-DISTRO

Trans Type

Original

**PO Number** 

0962-9970934

Department No

962

**Vendor Name** 

GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Sale Req Type

Origin No Back Order

Terms Type Basic

Terms Disc Percent Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

Routing Code Type

Assign by Buyer

**Transport Type** Instruction

**Buyer Store No** 

0996

Ship to Code

0996

Ship to Store City

Ship to Store Zipcode

Refease No

0001

Lr No		lty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retai Price	Mult Price Qty	Produc Descr	Color Descr	· (1	of	Inner	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	84	4	Each	10.75	Wholesale Price per Each	962880006	612	84262900444	34	1	BLK BGLN PNT W/BOW	BLACK	<u></u>	12	Pack		0996	<u></u>
2	18	XO E	Each	10.75	Wholesale Price per Each	962880007	612	842629004454	34		3 BLK BGLN PNT W/BOW 5	BLACK	5	12	1	C12610	0996	180
3	30	OF	ach	10.75	Wholesale Price per Each	962880008	612	842629004461	34	1		BLACK	7	12	1	C12610	0996	300
	288	BE	ach	10.75	Wholesale Price per Each	962880009	612	842629004478	34		BLK BGLN PNT W/BOW	BLACK	9	2	1	C12610	0996	288
,	192	ž E	ach 1	M	Wholesale Price per Each	962880010	612	842629004485	34		A/BOM	BLACK	11	2		C12610	1996	192
*	96	E	ach 1	ı il	Mholesale Price per Each	62880011	312	42629004492	34		IGLN INT VBOW	BLACK	13 1	2 1		712610	996	<b>96</b>

iumber of Line Items 6 otal Extended Line 12,255.00 m

Total Order Qt

1140.0

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Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 35 of 72

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-Received from: Mervyns

Date and time: 10/12/2005 9:55:56 AM

## **Purchase Order**

Trans Control No

101300913

PO Type PO Date

**Delivery Order** 

10/05/2005

**Vendor No** 

0066423

**Promotion Code Guest Contact** 

**FOB Descr** COMPTON CA

Special Order Type

Terms Basis DateType Delivery Date Terms Disc Days Due

Ship/Deliver Not

10/25/2005

**Before** 

**Promotion Start** 

Routing Code

USE READY TO SHIP WEB

Instruction Type **Buyer Name** 

Ship to Store Name Ship to Store Address Ship to Store State

Terms Net Days

Mervyn PO Type

POST-DISTRO

Trans Type

Original

PO Number

0962-9970934

Department No

962

Vendor Name

**GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** 

Sale Req Type

Origin No Back Order

Terms Type

Basic

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

**Terms Disc Percent** 

Assign by Buyer

**Routing Code Type Transport Type** 

Instruction

0997

**Buyer Store No** 

0997

Ship to Code Ship to Store City

Ship to Store Zipcode Release No

0001

Ln No		U	3ft		Unit Price	No	Vendor Style No	UPC Code	Retail Price	Muit Price Qty	Product Descr	Color Descr	Size	of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	10				Price per Each	962880006		842629004447	34	1	BLK BGLN PNT WBOW 3	BLACK	3		1	C12610	0997	108
2	204				Price per Each	962880007		842629004454	34	1	BLK BGLN PNT W/BOW 6	BLACK	5	12	1	C12610	0987	204
3	324	Eac	* 1	0.75	Wholesale Price per Each	952880008	612	842829004461	34	1	BLK BGLN PNT W/BOW 7	BLACK	7	12	1	C12610	0997	324
	348	Eac	h 1	j.	Wholesale Price per Each	962880009	612	842629004478	34		BLK BGLN PNT W/BOW 9	BLACK	9	12	1	C12610	0997	348
5	216	Eac	N 10	III	Wholesale Price per Each	962880010	612	842629004485	34		BLK BGLN PNT WBOW	BLACK	11	12	1	C12610	0997	216
6	120	Eac	10	ge ge	Mholesale Price per Each	962880011	612	542629004492	34		BLK BGLN PNT WBOW 13	BLACK	13	12		C12610	0997	120

iumber of Line Items 6 **Total Extended Line** 14,190.00

**Total Order Qt** 

1320.0

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ns Control No	1012206	647				Tran	s Type		Oric	inal				
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dor No	0066423	3	•			Vend	ior Name		GR	EATW	HITE	BEAR LLC		
notion Code			•			Gue	rt Name							
et Contact				•		FOB	Point		Orig	pin.		•		
Descr	COMPT	ON CA		•		Sale	Req Typ	<b>e</b>	No	Back (	)rder			
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Le Le	07/25/20	105		1		Ship	Deliver N	lot After	07/2	29/200	5			
otion Start						Rouf	ing Code	Time	Acel	ign by	Dunner			
ing Code	USE RE	ADY TO SH	IP WEB		•		sport Typ		₩.	Ai: n)	buyer			
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r Nam <del>e</del>							r Store N	lo	0993	3				
to Store Name						Ship	to Code		0993	3				
to Store Address						Ship	to Store	City						
to Store State							to Store :	Zipcode						
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ty Ship Unit Unit Price U	Basis nit Price	Buyer Catalog	Vendor Style	UPC Code	Retail Price	Mult Price	Product Descr		Size	No	No	Ticket/Hange	Store	Stor
.]	1	No	No	}	11100	Qty	Desci	Descr		of Pack	of Inner	Code	No 1	No Qty
52 Each 9 W		000004440		~~~	<u> </u>						Pack			
	holesale ice per	962881116	210	842629000234	28	1		OFF WHITE		1	12	C12610	0993	552
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er of Line Items	1					Total	Order Qt		552.0	)				
Extended Line	4,968.00						•							
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3 Descr COMPTON CA icial Order Type ms Basis Date Type Delivery Date ms Disc Days Due p/Deliver Not 07/25/2005 motion Start

Hing Code USE READY TO SHIP WEB truction Type /er Name p to Store Name

p to Store Address p to Store State ms Net Days

гул РО Туре POST-DISTRO

Sale Req Type No Back Order Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/29/2005

**Routing Code Type** Transport Type

Assign by Buyer

Instruction **Buyer Store No** Ship to Code

0996 0996

Ship to Store City Ship to Store Zipcode Release No

0001

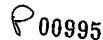
Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Gode	Retail Price	Mult Price Qty	Product Descr	Color Descr	No of Pack	of			Store No 1 Qty
1128	Each	1	Wholesale Price per Each	962881116	210	842629000234	28		WVN CAMI TNK TOP 7/30 S- XL	OFF WHITE	1	12	C12610	0996	1128

mber of Line Items 1 al Extended Line 10,152.00

**Total Order Qt** 

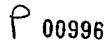
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rane Control No Type O Type O Date Gendor No romotion Code Guest Contact OB Descr pecial Order Type Hrms Besie DateTyp Hrms Disc Days Due hip/Deliver Not afore romotion Start outing Code struction Type hyer Name lip to Store Name lip to Store Address ip to Store State hrms Net Days rvyn PO Type	07/25/2005 USE READY	rder ; CA te	PWEB			PO Dep Ven Gue FOE Sale Term Term Ship Rous Iran instr Buye Ship Ship	ns Type Number artment dor Nam st Name ! Point Req Type ns Disc F ns Descr /Deliver ing Code to Code to Store to Store se No	e Percent Not After Type pe	962 GREAT Origin No Bac Basic	413282 F WHITE k Order G+1%R 905	BEAR LL		
	nit Price Ca	No No	Vendor Style No	UPC Code  842629000234	Price	Price Qty	Descr	Color Descr OFF: WHITE	01		Cod	e No	ore Store of No.1 Qty

imber of Line Items tal Extended Line n	1 8,424.00	Total Order Qt	<b>936.0</b>	
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#### rived from: Mervyns **Purchase Order** and time: 8/8/2005 7:28:25 PM

s Control No 101244294 Гуре Blanket Order **Jate** 08/08/2005 Jor No 0086423

notion Code st Contact

Descr COMPTON CA

sial Order Type

as Basis DateType Delivery Date

as Disc Days Due

**/Deliver Not** 08/25/2005

)178

notion Start

ting Code **USE READY TO SHIP WEB** 

ruction Type er Name ) to Store Name ) to Store Address ) to Store State ns Net Days

vyn РО Туре

POST-DISTRO

**Trans Type** Original PO Number 0962-9657238 Department No 962

**Vendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order

Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0911 Ship to Code 0911

Ship to Store City Ship to Store Zipcode

Release No

Qty	Ship Unit	Unit Price	Unit Price	No	Yendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Síze	of	No of Inner Pack	Ticket/Hanger Code		Store No 1 Qty
84	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40		DENIM PKT8 W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0911	84
168	Each		Wholesale Price per Each	962881127	216	842629002986	40		DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	δ	12	1	C12610	0911	168
240	Each	1	Wholesale Price per Each	962881128	216	842629002993	40		DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0911	240
240	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40		DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0911	240
168	Each	i ii	Wholesale Price per Each	962881130	216	842629003013	40		DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0911	168
64	Each	- 11	Wholesale Price per Each	962881131	216	842629003020	40		DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0911	84

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m (	· (:	<b>C</b> .		<b>f</b>	f	Γ.		•	r:::::	<u></u>	<u> </u>	<b>.</b>	

Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 41 of 72

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te and time: 8/10/2005 10:08:45 AM

## **Purchase Order**

ane Control No

101245655

) Type ) Date

**Delivery Order** 08/08/2005

ndor No

0066423

**emotion Code** 

est Contact

**B** Descr

**COMPTON CA** ecial Order Type

rms Basis DateType Delivery Date rms Disc Days Due

ip/Deliver Not fore

08/25/2005

*<u>motion Start</u>* 

uting Code

USE READY TO SHIP WEB

struction Type yer Name ip to Store Name ip to Store Address

ip to Store State rms Net Days

rvyn PO Type

POST-DISTRO

Trans Type

Original 0962-9657238

PO Number Department No

962

**Vendor Name** 

**GREAT WHITE BEAR LLC** 

**Guest Name** 

FOB Point

Origin

Sale Req Type

No Back Order

Assign by Buyer

Terms Type Terms Disc Percent

Basic

**Terms Descr** 

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

**Routing Code Type** 

Transport Type Instruction

0986

Buyer Store No Ship to Code

0986

Ship to Store City

Ship to Store Zipcode Release No

0001

	Unit		Unit Price	No	Vendor Style No		Price	Mult Price Qty	Product Descr	Color Descr	H I	of .	No of Inner Pack	Tickel/Hanger Code	Store No 1	Store No 1 Qty
12		14.5	Price per Each	962881126		842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0986	12
36	Each		Price per Each	962881127		842629002986	40		DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0986	36
48	Each		Price per Each	962881128		842629002993	40		DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0986	48
48	Each		Wholesale Price per Each	962881129	216	842629003006	40		DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	C986	48
36	Each	i i	Wholesale Price per Each	952881130	216	842629003013	40	1		DENIM	11	12	1	C12610	0986	36
12	Each	H	Wholesale Price per Each	962881131	216	842629003020	40		DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0986	12

age break	L)			tran Ser	verated b	y Duran	S(1M) OJ	Dicentr	al Corpe	oration		
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m			<u> </u>	(	(		<u> </u>	<b>C</b>	<u>(</u>		f <del>****</del>	<del>(</del>

Page 43 of 72

eceived from: Mervyns	 		[		,	 22	[	an ar
ate and time: 8/10/2005 10:08:		Pur	chase O	rder				

rans Control No 101245655 Trans Type **IaniginO** О Туре **Delivery Order** PO Number 0962-9657238 O Date 08/08/2005 Department No 962 endor No 0066423 **Vendor Name** GREAT WHITE BEAR LLC remetion Code **Guest Name West Contact FOB Point** Origin **OB** Descr **COMPTON CA** Sale Red Type No Back Order pecial Order Type Terms Type Basic erms Basis DateType Delivery Date Terms Disc Percent

erms Disc Days Due Terms Descr N30ROG+1%RTV+1%WH hip/Deliver Not 08/25/2005 Ship/Deliver Not After 08/30/2005

romotion Start Routing Code Type Assign by Buyer outing Code USE READY TO SHIP WEB Transport Type

struction Type Instruction uyer Name **Buyer Store No** 0993 hip to Store Name Ship to Code 0993 hip to Store Address Ship to Store City hip to Store State

Ship to Store Zipcode arms Net Days . Release No 0001 ervyn PO Type **POST-DISTRO** 

	U	nit	Price	Basis Unit Price	No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
12	2 Ea	ech!	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	ľ	3	12	1		0993	12
24				Price per Each	962881127		842629002986	40	1 1		DENIM	5	12	1	C12610	0993	24
36				Price per Each	962881128		842629002993	40		DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0993	36
36	Ea	ch		Wholesale Price per Each	962881129	216	842629003006	40		DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0993	36
24				Wholesale Price per Each	962881130	216	842629003013	40			DENIM	11	12	1	C12610	0993	24
12	Esc	ch 1	li	Wholesale Price per Each	962681131	216	642629003020	40		DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0993	12

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Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 45 of 72

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**Purchase Order** 

 s Control No
 101245655
 Trans Type
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 .ype
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 0962-9657238

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 Department No
 962

 Page
 C8/08/2005
 Department No
 962

 for No
 0068423
 Vendor Name
 GREAT WHITE BEAR LLC

notion Code Guest Name st Contact . FOB Point

st Contact FOB Point Origin

Descr COMPTON CA Sale Req Type No Back Order

Hall Order Type Basic

ns Basis DateType Delivery Date Terms Disc Percent

hs Disc Days Due Terms Descr N30ROG+1%RTV+1%WH vDeliver Not 08/25/2005 Ship/Deliver Not After 08/30/2005

notion Start Routing Code Type Assign by Buyer

ting Code USE READY TO SHIP WEB Transport Type Instruction

er Name Buyer Store No 0996 > to Store Name Ship to Code 0996

 > to Store Address
 Ship to Store City

 > to Store State
 Ship to Store Zipcode

 ms Net Days
 Release No
 0001

vyn PO Type POST-DISTRO

ď	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Muit Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger Code		Store No 1 Qty
24	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40		DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0996	24
48	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40		DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0996	48
60	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	li	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0996	60
60	Each		Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0998	60
48	Each	14.5	Wholesale Price per Each	9 <del>6</del> 2881130	216	842629003013	40		DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0996	48
24	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	4		DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	<del>-</del>	C12610	0996	24

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**Purchase Order** 

Control No101245655Trans TypeOriginalpeDelivery OrderPO Number0962-9657238

 file
 08/08/2005
 Department No
 962

 or No
 0086423
 Vendor Name
 GREAT WHITE BEAR LLC

otton Code Guest Name: Contact FOB Point

: Contact FOB Point Origin

Descr COMPTON CA Sale Reg Type No Back Order
al Order Type Ferms Type Basic

at Order Type Tettus Type Date
3 Basis DateType Delivery Date Terms Disc Percent

3 Disc Days Due Terms Descr N30ROG+1%RTV+1%WH

Deliver Not 08/25/2005 Ship/Deliver Not After 08/30/2005

otion Start Routing Code Type Assign by Buyer

ng Code USE READY TO SHIP WEB Transport Type Instruction
r Name Buyer Store No

r Name Buyer Store No 0997 to Store Name Ship to Code 0997

to Store Address Ship to Store City
to Store State Ship to Store Zipcode

Relèase No 0001

s Net Days
yn PO Type POST-DISTRO

Otty			Basis Unit Price		Vendor Style No	UPC Code	Retail Price		Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	
36	Each		Wholesale Price per Each	962881126	216	842629002979	40		DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0997	36
60	Each		Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKT8 W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0997	60
96	Each		Wholesale Price per Each	962881128	216	842629002993	40		DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0997	96
96	Each		Wholesale Prica per Each	962581129	216	842629003008	40		DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0997	96
60	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40		DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	<b>12</b>	1	C12610	0997	60
36	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40		DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12618	0997	36

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Document 68-6 Filed 06/23/2008

Page 49 of 72

Case 2:06-cv-13358-RMB-FM

Date and time: 7/6/2	005 8:08:07 PM	Purchase Order		
Trans Control No PO Type PO Date Vendor No Promotion Code Suest Contact	101216484 Blanket Order 07/06/2005 0066423	Trans Type PO Number Department No Vendor Name Guest Name	Original 0962-9704272 962 GREAT WHITE BEAR LLC	
OB Descr Special Order Type	N BERGEN NJ	FOB Point Sale Req Type	Origin No Back Order	
erms Basis DateType erms Disc Days Due	Delivery Date	Terms Type Terms Disc Percent	Basic	
hlp/Deliver Not elore	07/25/2005	Terms Descr Ship/Deliver Not After	N30ROG+1%RTV+1%WH 07/29/2005	
romotion Start outing Code struction Type Byer Name	USE READY TO SHIP WEB	Routing Code Type Transport Type Instruction	Assign by Buyer	
hip to Store Name hip to Store Address hip to Store State	. •	Buyer Store No Ship to Code Ship to Store City	0911 0911	

Ship to Store Zipcode

Release No

n Gty Ship Unit Basis Unit Price Unit Price	Catalog No	Vendor Style No		·	Mult Price Qty	Product Descr	Color Descr	ii i	of Pack	of	ll i	Store No 1	Store No 1 Qty	
Prica per Each	002.001119	221	842629000272	28		BLU KNIT LCE TOP 7/30 S- XL'	BLVE		1	12	C12610	0911	2400	

hip to Store State

erms Net Days

ervyn PO Type

POST-DISTRO

mber of Line Items 1 Total Order Qt lai Extended Line 21,600.00 2400.0 This data set was generated by DItrans(TM) of DIcentral Corporation ge break)

veceived from: Merv Jate and time: 7/12/	2005 3:28:08 AM	Purchase Order
Frans Control No O Type O Date Fondor No Fromotion Code Guest Contact OB Descr Special Order Type Forme Basis Date Type Forme Disc Days Due Inip/Deliver Not lefore	101220666 Delivery Order 07/06/2005 0066423 N BERGEN NJ Delivery Date	Trans Type Original PO Number 0962-9704272 Department No 962 Vendor Name GREAT WHITE BEAR LLC Guest Name FOB Point Origin Sale Req Type No Back Order Terms Type Basic Terms Disc Percent Terms Descr N30ROG+1%RTV+1%WH Ship/Deliver Not After 07/29/2005
romotion Start louting Gode astruction Type luyer Name hip to Store Name hip to Store Address hip to Store State erms Net Days lervyn PO Type	USE READY TO SHIP WEB	Routing Code Type Transport Type instruction Buyer Store No 0986 Ship to Code 0986 Ship to Store City Ship to Store Zipcode Release No 0001

Unit Price	Catalog No:	Vendor Style No		Price	Multi Price Qty	Product Descr	Color Descr	łI	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
Wholesale 96 Price per Each	52881119	221	842629000272	28		BLU KNIT LCE TOP 7/30 S- XL'	BLUE		1	12	C12610	0986	612

Imber of Line Items 1 Ital Extended Line 5,508.00

**Total Order Qt** 

612.0

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estruction Ty suyer Name hip to Store hip to Store : hip to Store : erns Net Day ervyn PO Ty	Name Addre State ys	<b>S</b> \$	DISTRO				Instr Buye Ship Ship Ship	sport Typuction or Store N to Code to Store to Store to Store	ło City	090 090	93		1	• .		
O Qty Ship Unit 348 Each	Price	Basis Unit Price Wholesale Price per Each	Buyer Catalog No 962881119	Vendor Style No 221	UPC Code 842629000272	Retail Price	Price Qty	Product Descr BLU KNIT LCE TOP 7/30 S- KL'	Color Descr BLUE		No of Pack	No of Inner Pack	Ticket/Ha Code C12610	nger Sta No	1 No 1 Qty	1
mber of Line al Extended		1 3,132.00					Total C	order Qt	=	348.0	<del></del> - !	(		<u>H</u>	<u></u>	]

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Original

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0962-9704272

GREAT WHITE BEAR LLC

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Jate and time: 7/12/2005 3:22:02 ALI	_	Purchase		•			•		

Trans Control No 101220656 Trans Type РО Туре **Delivery Order** PO Number **PO Date** 07/06/2005 Department No Vendor No 0066423 **Vendor Name Promotion Code** 

Guest Name **Guest Contact FOB Point FOB Descr** 

Origin N BERGEN NJ Sale Req Type No Back Order Special Order Type Terms Type Basic Terms Basis DateType Delivery Date **Terms Disc Percent** 

**Terms Descr** N30ROG+1%RTV+1%WH Ship/Deliver Not Before 07/25/2005 Ship/Deliver Not After 07/29/2005

**Promotion Start** Routing Code Type **Routing Code** Assign by Buyer USE READY TO SHIP WEB Transport Type Instruction Type

Instruction Buyer Name **Buyer Store No** 0996 Ship to Store Name Ship to Code 0996 Ship to Store Address Ship to Store City Ship to Store State

Ship to Store Zipcode **Ferins Net Days** Release No 0001 Wervyn PO Type POST-DISTRO

Ln Oty Ship Unit Basis No Unit Price Unit Price	Catalog No	Vendor Style No		PTICE	Mult Price Qty	Product Descr	Color Descr		of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
804 Each 9 Wholesale Price per Each	962881119	221	842629000272	28	٠	BLU KNIT LCE TOP 7/30 S- XL	BLVE	-	1	12	C12610	0996	804

lumber of Line Items 1 Total Order Qt · 804.0 otal Extended Line

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Terms Disc Days Due

Frans Control No 30 Type 30 Date /endor No fromotion Code Juest Contact	101220656 Delivery Order 07/06/2005 0066423	Trans Type PO Number Department No Vendor Name Guest Name	Original 0962-9704272 962 GREAT WHITE BEAR LLC	
OB Descr Special Order Type Terms Basis DateType	N BERGEN NJ	FOS Point Sale Reg Type Terms Type	Origin No Back Order Basic	
ettis rusc Days Due	07/25/2005	Terms Disc Percent Terms Descr	N30ROG+1%RT1444WARD	
romotion Start	•	Ship/Deliver Not After	07/29/2005	
erucuon Type uyer Name	USE READY TO SHIP WEB	Routing Code Type Transport Type Instruction	Assign by Buyer	
lip to Store Name	. ,	Buyer Store No	0997	
hip to Store Address hip to Store State https://www.net.com/	•	Ship to Code Ship to Store City Ship to Store Zipcode	0997 .	
	OST-DISTRO	Dalama M	0001	•

Ship Unit Each	Price 9	Unit Price Wholesale	Buyer Catalog No 962881119	No	1	Price	Qty	Product Descr	Descr	of	No of Inner Pack	7f :	Store No 1	Store No 1 Qty	
		Price per Each				28		BLU KNIT LCE TOP 7/30 S- XL'	BLUE	1	12	C12610	0997	636	

lumber of Line items 1 otal Extended Line 5,724,00

, Total Order Ot

636.0

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te and time: 9/20/	yns 2005 4:28:30 PM	<del></del>	•	Purc	hase C	rder				
ans Control No D Type D Date ander No comotion Code	101279287 Delivery Order 08/30/2005 0066423	. <u>-</u>			•	imber iznent No er Name	096 962		E BEAR LLC	
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time Net Days

ervyn PO Type POST-DISTRO

Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0997
Ship to Code 0997

Ship to Store Zipcode Release No 0001

Ship to Store City

	Unit		Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr			No of Pack	No of Inner Pack	)	Store No 1	Store No 1 Qty
	Each		Wholesale Price per Each	962881010	428	842629005048	28		PNK CHRMS CA MI 9/30 S	PINK	SMALL -	12			0997	264
	Each		Wholesale Price per Each	962881011	428	842629005055	28		PNK CHRMS CA MI 9/30 M	PINK	Medium	12	1	C12610	0997	432
444	Each	9.25	Wholesale Price per Each	962881012 ·	428	842629005062	28		PNK CHRMS CA MI 9/30 L	PINK	Large	12	1	C12610	0997	444
264	Each	1 1	Wholesale Price per Each	962881013	428	842629005079	28	4	PNK CHRMS CA MI 9/30 XL	PINK	XLarge	12	1	C12610	0997	264

Imber of Line Items 4 Hal Extended Line 12,987.00

**Total Order Qt** 

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e and time: 8/30/2005 7:28:21 PM

**Purchase Order** 

ıns Control No 101262175 Type Blanket Order

Date 08/30/2005

ndor No 0068423

omotion Code **lest Contact** 

B Descr **COMPTON CA** 

ecial Order Type

rms Basis DateType Delivery Date

rms Disc Days Due

ip/Deliver Not 09/26/2005

omotion Start

USE READY TO SHIP WEB xiting Code

struction Type ryer Name ip to Store Name ilp to Store Address ip to Store State

ırms Net Days ervyn PO Type

POST-DISTRO

Trans Type

Original

PO Number -

0962-4008087

Department No **Vendor Name** 

962

**GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** Origin

No Back Order Sale Req Type

Terms Type

Basic

Terms Disc Percent . **Terms Descr** 

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type

Assign by Buyer

**Transport Type** 

Instruction

0911

**Buver Store No** Ship to Code

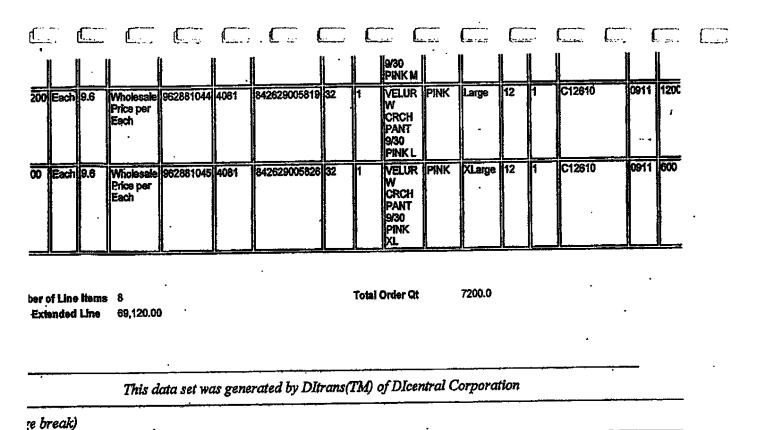
0911

Ship to Store City

Ship to Store Zipcode

Release No

	Qίγ	Ship Unit	Unit Price	Basis Unit Price		Vendor Style No	UPC Gode	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Stor No 1 Qty
10	00	Each	9.6	Wholesale Price per Each	962881034	4081	842629005758	32	1	VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12		C12610	0911	600
	200	Each	9.6	Wholesale Price per Each	962881035	4081	842629005765	32	1	VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	<b>52</b>	1	C12610	0911	1200
	200	Each	9.6	Wholesale Price per Each	962881038	4081	842629005772	32	1	VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12810	0911	1200
	500	Each	9.6	Wholesale Price per Each	9628,81037	4081	842629005789	32	1	VELUR W CRCH PANT 9/3 BLACK XL	BLACK	XLarge	12	1	C12610 .	0911	600
	600	Each	9.6	Wholesale Price per Each	952881042	4061	842629005796	32	1	VELUR W CRCH PANT 9/30 PINK S		SMALL		1	C12610	0911	
	1200	Each	9.6	Wholesale Price per Each	962881043	4081	842629005802	32	1	VELUR W CRCH	PINK	Medium	12	1	C12610	0911	1200



sived from: Mervyns

and time: 9/15/2006 3:28:19 AM

**Purchase Order** 

00862

18 Control No

101274167

Type

**Delivery Order** 

Date dor No 08/30/2005 0066423

motion Code

est Contact

3 Descr -

**COMPTON CA** 

icial Order Type

ms Basis DateType Delivery Date

m's Disc Days Due

p/Deliver Not

motion Start

USE READY TO SHIP WEB uting Code

09/26/2005

truction Type yer Name ip to Store Name

ip to Store Address to Store State

ms Net Days rvyn PO Type

POST-DISTRO

Trans Type

**PO Number Department No** 

**Vendor Name** 

**GREAT WHITE BEAR LLC** 

Origin

Original

0962-4008087

**Guest Name** FOB Point

Sale Req Type

No Back Order

Terms Type

Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

09/30/2005 Ship/Deliver Not After

**Routing Code Type** 

Assign by Buyer

Transport Type

Instruction **Buyer Store No** 

0986

Ship to Code

0986

Ship to Store City

Ship to Store Zipcode

Release No

0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code			Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
108	Each	9.6	Wholesale Price per Each	962681034	4081	842629005758	32	1	VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0986	108
216	Each	9.6	Wholesale Price per Each	962881035	4081	842629005765	32	1	VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0986	216
216	Each	9.6	Wholesale Price per Each	962881036	4081	842629005772	32	i	VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12610	0986	216
84	Each	9.6	Wholesale Price per Each	962881037	4081	842629005769	32	1	VELUR W CRCH PANT 9/3 BLACK XL	BLACK	Xtarge	12	1	C12610	0986	84
106	Eacl	9.6	Wholesak Price per Each	962881042	4081	842629005794	32	1	VELUR W CRCH PANT 9/30 PINK S	-	SMALL	12	1	C12610	7986	
210	Eac	9.6	Wholesak Price per Each	96288104	4081	84262900580	2 32	1	VELUR W CRCH	PINK	Mediun	12	1	C12610	0986	216

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216	Each	9.6	Wholesale Price per Each	962881044	4081	842629005819	32	1	PINK M VELUR W CRCH PANT 9-30	PINK	Large	12	1	C12610	0986	216
84	Each	9.6	Wholesale Price per Each	962881046	4081	842629005826	32	1	PINK L VELUR W CRCH PANT 9/30 PINK XL	PINK	XLarge	12	1	C12610	0986	84
	f Line		-		<u>-</u>			Tota	Order Qt		1248.0		•			
			This o	lata set w	as gen	erated by DI	trans	(TM)	of DIce	ntral (	Corpora	tion		•		
ge bi	eak)										•			-		

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eived from: Mervyns

e and time: 9/15/2005 3:28:19 AM

#### **Purchase Order**

.. :

101274167 ns Control No **Delivery Order** Type Date 08/30/2005 ndor No 0066423

motion Code est Contact

**COMPTON CA B** Descr

scial Order Type

ms Basis DateType Delivery Date

ms Disc Days Due

ip/Deliver Not 09/26/2005

fore

**xmotion Start** 

USE READY TO SHIP WEB uting Code

truction Type yer Name ip to Store Name ip to Store Address ip to Store State

rms Net Days rvyn PO Type

POST-DISTRO

Trans Type PO Number

Original 0962-4008087

Department No

**GREAT WHITE BEAR LLC Vendor Name** 

**Guest Name** 

**FOB Point** Origin

No Back Order Sale Reg Type Basic -

Terms Type **Terms Disc Percent** 

N30ROG+1%RTV+1%WH Terms Descr

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer **Transport Type** 

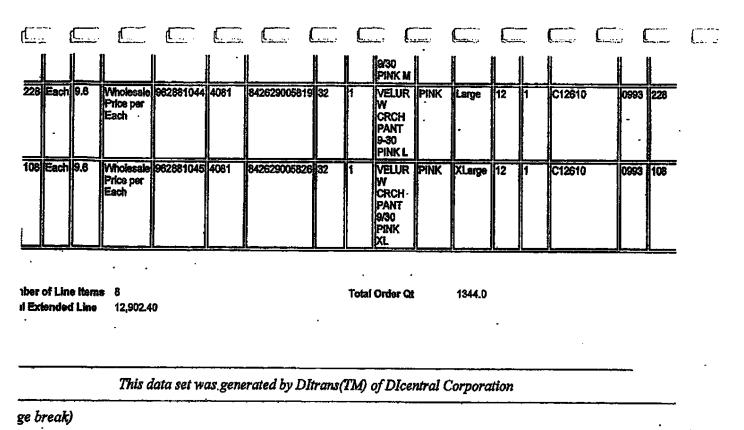
Instruction

**Buyer Store No** 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode

Rélease No 0001

City	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code		Muit Price Qty	Product Descr		Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
108	Each	9.6	Wholesale Price per Each	962881034	4081	842629005758	32	1	VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0993	108
228	Each	9.6	Wholesale Price per Each	962881035	4081	842629005785	32	1	VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0993	228
228	Each	9.6	Wholesale Price per Each	962881036	4081	842629005772	32		VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12610	0993	228
108	Each	9.6	Wholesale Price per Each	962861037	4081	842629005789	32	1	VELUR W CRCH PANT 9/3 BLACK XL	BLACK	XI.arge	12		C12610	0993	108
108	Each	9.6	Wholesale Price per Each	962881042	4081	842629005796	32	1	VELUR W CRCH PANT 9/30 PINKS	PINK	SMALL	12	1	C12610	0993	108
228	Each	9.6	Wholesale Price per Each	962881043	4081	842629005802	32		VELUR W CRCH PANT	PINK	Medium	12 .	1	C12610	0993	228



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eived fr	rom: Mervy me: 9/15/2	ms 2005 3:28	:19 AM		Purch	ase Ord	der	1	P 00	1866	•	_
				 •					•	•	•	

ns Control No 101274167
Type Delivery Order
Date 08/30/2005
Idor No 0066423
Imotion Code
Ist Contact

3 Descr COMPTON CA cial Order Type

me Basis DateType Delivery Date ms Disc Days Due

p/Deliver Not 09/26/2005 ore motion Start

Iting Code USE READY TO SHIP WEB

iruction Type
/er Name
p to Store Name
p to Store Address
p to Store State
ms Net Days

rvyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4008087
Department No 962

Vendor Name GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin

Sale Req Type No Back Order Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

Routing Code Type Assi

Assign by Buyer

Transport Type Instruction

Buyer Store No 0996 Ship to Code 0996

Ship to Store City Ship to Store Zipcode

Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code		Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
204	Each	9.6	Wholesale Price per Each	962861034	4081	842629005758	32	1	VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0996	204
408	Each		Wholesale Price per Each	962881035	4081	842629005765	32		VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0996	408
396	Each		Wholesale Price per Each	962881036	4081	842629005772	32	-	VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12610	0996	396
228	Each	9.6	Wholesale Price per Each	962881037	4081	842629005789	32	1	VELUR W CRCH PANT 9/3 BLACK XL	BLACK	XLerge	12		C12610	0996	228
204	Eech	9.6	Wholesale Price per Each	962881042	4081	8426290057 <del>98</del>	32		VELUR W CRCH PANT 9/30 PINK S	PINK	SMALL	12	1	C12610	0996	204
408	Each	9.6	Whiolesale Price per Each	962881043	4081	842629005802	32	1	VELUR W CRCH DANT	PINK	Medium	12	1	C12610	0996	408

Document 68-6 Filed 06/23/2008 Case 2:06-cv-13358-RMB-FM Page 63 of 72 9/30 PINK M Wholesale 962881044 4081 842629005819 32 0996 408 408 Each 9.6 VELUR PINK C12610 W CRCH PANT 9-30 PINK L Price per Each Wholesale 962881045 4081 Price per Each VELUR PINK 842629005826 32 228 Each 9.6 XLarge 12 C12610 W CRCH PANT 9/30 PINK nber of Line Hems 8 **Total Order Qt** 2484.0 if Extended Line 23,846.40

This data set was generated by DItrans(TM) of DIcentral Corporation
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ceived from: Mervyns

te and time: 9/15/2005 3:28:19 AM

**Purchase Order** 

00868

ans Control No 101274167 ) Type **Delivery Order** ) Date 08/30/2005

omotion Code Jest Contact

endor No

)B Descr **COMPTON CA** 

recial Order Type

xms Basis DateType Delivery Date

xms Disc Days Due

1**ip/Deliver Not** 09/26/2005

erote comotion Start

puting Code **USE READY TO SHIP WEB** 

0066423

struction Type uyer Name hip to Store Name hip to Store Address hip to Store State erms Net Days

lervyn PO Type POST-DISTRO Trans Type

. Original

PO Number -0962-4008087 962

Department No

**Vendor Name GREAT WHITE BEAR LLC** 

**Guest Name** 

**FOB Point** Origin

Sale Req Type No Back Order

Terms Type Basic **Terms Disc Percent** 

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 09/30/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

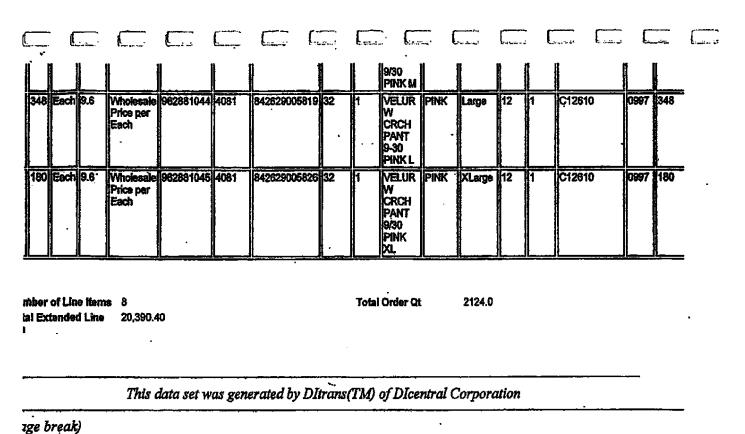
Buyer Store No 0997 Ship to Code 0997

Ship to Store City

Ship to Store Zipcode

Release No 0001

0		Unit		Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Stze	No of Pack	No of Inner Pack	Ticket/Hanger Code		Stor No 1 Oty
	180	Each	9.6	Wholesale Price per Each	962881034	4081	842629005758	32		VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0997	180
	348	Each		Wholesale Price per Each	962881035	4081	842629005765	32	•	VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	12	-	C12610	0997	348
	360	Each	9.6	Wholesale Price per Each	962881036	4081	842629005772	32		VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12610	0997	360
	180	Each		Wholesale Price per Each	962881037	4081	842629005789	32		VELUR W CRCH PANT 9/3 BLACK XL	BLACK	XLarge	12	-	C12610	0997	180
		Each		Wholesale Price per Each	962881042	4081	842629005796	32		VELUR W CRCH PANT 9/30 PINK S	PINK	SMALL	12	1	C12610	0997	180
	348	Each		Wholesale Price per Each	962881043	4081	842629005802	32	- 0	VELUR W CRCH	PINK	Medium	12	1	C12610	0997	348



eived from: Mervy and time: 7/6/20	ms 005 8:08:05 PM	Purchase Order	<u> </u>
s Control No	101216451	Trans Type	Original
Type -	Blanket Order	PO Number	0962-4168128
Date	07/06/2005	Department No	962
der No	0066423	Vendor Hame	GREAT WHITE BEAR LLC
notion Code		Guest Name	
et Contact		FOB Point	Origin
Descr	AZUSA CA	Sale Req Type	No Back Order
cial Order Type		Terms Type	Basic
ns Basis DateType	Delivery Date	Terms Disc Percent	
ns Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
/Deliver Not	07/25/2005	Ship/Deliver Not After	07/29/2005
notion Start		Bertine Anda Tara	Andre to be
	USE READY TO SHIP WEB	Routing Code Type Transport Type	Assign by Buyer
uction Type		Instruction	
er Name		Buyer Store No	0911
to Store Name		Ship to Code	0911
to Store Address		Ship to Store City	0811
to Store State		Ship to Store Zipcode	
s Net Days		Rejease No	
yn PO Type	POST-DISTRO ·	***************************************	-
			•
		•	

		Price	Unit Price	Catalog No	No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Golor Descr	1 1	of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1176	Each	i !	Wholesale Price per Each	962881111	123	872182008811	40		STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		í	12	C12610	0911	1178

Iber of Line Items 1 Total Order Qt 1176.0

I Extended Line 17,052.00

This data set was generated by DItrans(TM) of DIcentral Corporation

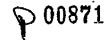
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elv ar	ed fro nd tim	om: Me 10: 7/1	rvyns 2/2005 3:	28:03 AM	·····	F	urch	ase	Order	<del></del>					<del>,</del> _		
Typ Date identified in the second in the sec	No No No No No No No No No No No No No N	ode ct r Type DateTy ays Du Not art p /pe Name Addres State	07/06/4 00664: AZUS/ pe Deliver 18 07/25/3 USE R	ry Order 2005 23 A CA y Date	IIP WEB			PO M Dept Vend Gue: FOB Sale Term Term Term Ship Rout Trans Instr Buye Ship Ship	s Type Itember Interpret N Ior Name It Name Point Req Type Is Disc Po Is Descr Deliver N Ing Code Is port Type Iction I Store N Io Code Ito Store I Is No	ercent lot After Type lee	096 962 GR Orig No Bas N30 07/2 Ass	EAT W gin Back C to NROG+ 29/200 ign by 6 6	HITE I	BEAR LLC V+1%WH			
Qty	Ship	Unit	Basis	Buyer	Vendor	UPC Code	Retail	Mult	Product	Golor	Size	No	No	Ticket/Hang	tor Store	Storm	1
	Unit	Price	Unit Price	Catalog No	Style No		Price	Price Qty	Descr	Descr		of	of Inner Pack	Code	No 1	No 1 Qty	
240	Each		Wholesale Price per Each	962881111	123	872182008811	40	*	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	. 0986	240	
mber	of Lin	e Items	3 1					Total	Order Qt		240.	0'	·		<del></del>	·	

5,100.00

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Page 67 of 72

Case 2:06-cv-13358-RMB-FM Document 68-6 Filed 06/23/2008 Page 68 of 72

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ceived from: Mervyns

is and time: 7/12/2005 3:28:03 AM

#### **Purchase Order**

uns Control No 101220524 1 Type **Delivery Order** 1 Date 07/06/2005 ndor No 0066423

**exaction Code** 

rest Contact B Descr AZUSA CA

ecial Order Type

rms Basis DateType Delivery Date rms Disc Days Due

ip/Deliver Not 07/25/2005 fore

omotion Start

**USE READY TO SHIP WEB** 

**ruting Code** struction Type ryer Name ilp to Store Name ilp to Store Address Ip to Store State rms Net Days

ervyn PO Type

Original Trans Type 0962-4168128 PO Number\_

Department No 962

**Vendor Name** 

**GREAT WHITE BEAR LLC** 

**Guest Name** 

FOB Point Origin

Sale Req Type No Back Order

Basic Теппь Туре

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

0001

Ship/Deliver Not After 07/29/2905

Routing Code Type Transport Type

Assign by Buyer

Instruction

**Buyer Store No** 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode Release No

POST-DISTRO

		Unit Price	Basis Unit Price		Vendor Style No			Product Descr		of Pack	of	Ticket/Hanger Code	Store No 1	
144	Each		Wholesale Price per Each	962881111	123	872182008811	40	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM	1	12	C12610	0993	144

imber of Line Items 1 tal Extended Line 2,088.00 **Total Order Qt** 

144.0

This data set was	generated by I	DItrans(TM)	of DIcentral	Corporation

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red from: Mervy nd time: 7/12/2	ns 2005 3:28	3:03 AM		P	urch	ase (	Order							
Control No ce te	1012205 Delivery 07/06/20	Order				PON	s Type lumber utment N		Orig 096: 962	inal 2-4168	128			
r No tion Code Contact	0066423					Vend Gues	or Name t Name Point				HLLE 8	EAR ILC		•
escr I Order Type Basis DateType	AZUSA (					Tenn Tenn	Reg Type s Type s Disc Pe		Bas					
Disc Days Due eliver Not tion Start	07/25/20	05				Ship/	s Descr Deliver N ing Code		07/2		5	/+1%WH		
g Code tion Type Name	USE RE	ADY TO SHI	P WEB			Trans Instru Buye	sport Typ action r Store No	8	0996	3	56,01			
Store Name Store Address Store State Net Days		•				Ship Ship	to Code to Store ( to Store 2 ise No	•	000-					
•	POST-D	istro				110100	110		000					
Ship Unit Unit Price U	Basis nit Price	Buyer Catalog · No	Vendor Style No	UPC Code	Retail Price		Product Descr	Color Descr	Size	of	No of inner Pack		Store No 1	Store No 1 Qty
	holesale rice per ach	962881111	123	872182008811	40	4	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0996	488
of Line Items ctended Line	1 6,786.00					Total	Order Qt		468.	0				

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ceived from: Mervy	/ns		<u>.                                    </u>				)	Ţ. [	M4		<u> </u>			<u></u>
ecial Order Type ms Basis DateType ms Disc Days Due ip/Deliver Not iore motion Start uting Code iruction Type yer Name p to Store Name p to Store Address p to Store State ms Net Days	07/25/200	Order 1005 CA Date 005	IP WEB		•	PO Moreover Post Sale Term Term Ships Route Transfer Instruction Ships Ship Ship Ship Ship Ship Ship Ship Ship	s Type lumber intment N lor Name it Name Point Req Type is Disc Po is Descr Deliver N ing Code is port Typ iction r Store N to Code to Store of to Store it	ercent lot After Type e	096 962 GRI Orig No I Bas N30 07/2	EATW in Back C ic ROG+ 19/2004 ign by	HITE ( )rder 1%RT	SEAR LLC		-
Qty Ship Unit Unit Unit Price Un	Basis elt Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hange Code	r Store No 1	Store No 1 Qty
324 Each 14.5 W Pri Ea	ce per	962881111	123	872182008811	40	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1		C12610	0997	324
ber of Line items 1 Extended Line 4	1 4,698.00			<u> </u>		Total	Order Qt		324.0	)			<u> </u>	
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ived from: Mervyns and time: 9/30/2005 9:08:16 PM

### **Purchase Order**

**B** Control No 101290859 уре

Blanket Order . . . late 09/30/2005 lor No 0066423

rotion Code et Contact

Descr . **COMPTON CA** 

lai Order Type

18 Basis DateType Delivery Date

18 Disc Days Due

/Deliver Not

10/25/2005

notion Start

ing Code USE READY TO SHIP WEB

uction Type er Name to Store Name to Store Address to Store State 15 Net Days

/yπ PO Type POST-DISTRO Trans Type PO Number

Original 0962-4262179

Department No

962

Vendor Name

**GREAT WHITE BEAR LLC** 

**Guest Name** 

FOB Point Origin

Sale Req Type No Back Order **Terms** Type Basiç

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0911 0911

Ship to Code

Ship to Store City

Ship to Store Zipcode Release No

Qty	Unit		Unit Price	Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Henger Code	Store No 1	
600	Each		Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK	Α.	SMALL	12	1	C12610	0911	600
1200	Each	5.4	Wholesale Price per Each	962880041	516	842829004874	18	1	BLK JERSEY RHNSTN M TANK	1	Medium	12	1	C12610	0911	120
1200	Each	5.4	Wholesale Price per . Each	962880042	516	842629004881	18		BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0911	120
600	Each	5.4	Wholesale Price per Each	962880Q43	516	842629004898 	18	1 ]	BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0911	600
600	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1		WHITE	SMALL	12	4	C12610	0911	600
1200	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1		WHITE	Medium	12	1 -	C12610	0911	120
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Case 2:06-cv-13358-RMB-FM Document 68-7 Filed 06/23/2008 Page 1 of 73

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132	Each	14.5	Wholesale	962881114	241	842629000173	40	1	LT WSH	LIGH		1	12	C12610	0986	132
#		H	Price per	1	3		l l		DENIM	DEN	М					ŀ

0 2			Unit Price	Basis Unit Price		Vendor Style No	UPC Code	Retail Price		Color Descr	of Pack	No of Inner Pack		Store No 1	
	132	Each		Wholesale Price per Each	962881114	241	842629000173	40	,	LIGHT DENIM	1	12	C12610	0986	132
	732	Each		Wholesale Price per Each	962881115	1123	842629000050	40		LIGHT DENIM	1	12	C12610	0986	732

umber of Line Items	2
otal Extended Line	12,528.00
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Trans Type Original PO Number 0962-4285809

Department No 962

Vendor Name GREAT WHITE BEAR LLC

Guest Name

FOB Point Origin
Sais Req Type No Back Order
Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

0993

Ship/Deliver Not After 07/29/2005

Routing Code Type Assign by Buyer

Transport Type Instruction

Buyer Store No 0993

Ship to Code Ship to Store City Ship to Store Zipcode

Release No 0001

Œγ	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No		Retail Price	Product Descr	Color Descr	of Pack	No of inner Pack	Ticket/Hanger Code	Store No 1	
156	Each		Wholesale Price per Each	962881114	241	842629000173	40		LIGHT DENIM	1	12	C12610	0993	156
372	Each	1	Wholesale Price per Each	962881115	1123	842629000050	40		LIGHT DENIM	1	12	C12610	0993	372

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olesale 962 ce per ch	2881114	241	842629000173	40		DENIM WRHNSTN	LIGHT DENIM			Pack 12	C12610	0996	492
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rvyn PO Type POST-DISTRO

Trans Type Original PO Number 0962-4285809 Department No 962

**Vendor Name Guest Name** 

GREAT WHITE BEAR LLC

**FOB Point** 

Origin Sale Req Type No Back Order

Terms Type

Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 07/29/2005

**Routing Code Type** Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0997 Ship to Code 0997

Ship to Store City Ship to Store Zipcode Release No

0001

	Ship Unit Each		Unit Price	Catalog No	Vendor Style No			Mult Price Qty	Color Descr	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
			Price per Each	962881114		842629000173	40		LIGHT DENIM	1		C12610	0997	192
612	Each	·	Wholesale Price per Each	962881115	1123	842629000050	40		LIGHT DENIM	1	12	C12610	0997	612

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**Total Order Qt** 

804.0

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**Purchase Order** 

P 00882

Page 6 of 73

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POST-DISTRO

Trans Type

Original

PO Number 0962-4816365

Department No 962

Vendor Name GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Origin

Sale Req Type No Back Order

Terms Type Basic

Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No 0911 Ship to Code 0911

Ship to Store City Ship to Store Zipcode

Release No

85	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Refail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Sto No Qt
	600	Each	9	Wholesale Price per Each	962681138	446	842629003112	28	1	STRCH POPLN 3/4 SLV 8/30 WHT S	WHITE	SMALL	12	1	C12610	0911	600
2	1200	Each	1 1	Wholesale Prica per Each	962881139	446	842629003129	28	1	STRCH POPLN 3/4 SLV 8/30 WHT M	WHITE	Medium	12	1	C12610	0911	120
	1200	Each	1 1	Wholesale Price per Each	962881140	446	842629003136	28		STRCH POPLN 3/4 SLV 8/30 WHT L	WHITE	Large	12	1	C12610	0911	120
	600	Each	1 1	Wholesale Price per Each	962881141	446	842629003143	28		STRCH POPLN 3/4 SLV 8/30 WHT XL	WHITE	XLarge	12	1	C1261D	0911	600
	396	Each		Wholesale Price per Each	962881146	243	842629003075	28	1	WHT POLO WEMB 8/30 S	WHITE	SMALL	12	1	C12610	0911	396
	804	Each		Wholesale Price per Each	962881147	243	<b>842629</b> 003082	28		WHT POLO WEMB 8/30 M	WHITE	Medium	12	1	C12610	0911	804
	804	Each	l 1	Wholesale Price per Each	962881148	243	842629003099	28		WHT POLO W EMB 8/30 L	WHITE	Large	12	1	C12610	0911	804
	396	Each		Wholesale Price per Each	962881149	243	842629003105	28	1	WHT POLO W EMB 8/30 XL	WHITE	XLarge	12	1	C12610	0911	396

			Price per Each						W STN TRIM 8/30 OFFWH	WHITE					£.	
804	Each		Price per Each	96288115		842829003044	28	1	S TOP CAPSLV W STN TRIM 8/30 OFFWHI M TOP	WHITE	Medium	12	1	C12610	0911	304
804	Each		Price per Each	962881152		842629003051		ī	CAPSLV W STN TRIM 8/30 OFFWHI L TOP	WHITE	Large	12	1	C12610	0911	804
396	Each	9	Wholesale Price per Each	962881153	214	842629003068	28	1	CAPSLV W STN TRIM 8/3 OFFWHI XL TOP	OFF WHITE	XLarge	12	1	C12610	0911	396
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GREAT WHITE BEAR LLC

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	600	Each		Wholesale Price per Each	962880040	516	842829004867	18	1	BLK JERSEY RHNSTN S TANK	BLACK	SMALL	12	1	C12810		72 •
2	1200	Each	5.4	Wholesale Price per Each	962880041	516	842629064874	18	1	BLK JERSEY RHNSTN M TANK		Medium	12	-	C12610	0986	156
3	1200	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	T TANK BIK BIK BIK	BLACK	Large	12	1	C12610	<b>0986</b>	156
4	600	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	部文 RHNSTN XL TANK		XLarge	12	1	C12610	0986	96
5	600	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WAT Jersey Rhistn Stark	WHITE	SMALL	12	1	C12610	0986	72
6	1200	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	MAIT JERGEY RHISTN M TANK	ľ	Medium	12	1	C12610	G986	144
7	1200	Each	5.4	Wholesals Price per Each	962880046	516	842629004843	18	Í	WHT JERSEY RHNSTN L TANK	WHITE	Large	12	1	C12810	0986	156
8	600	Each	5,4	Wholesale Price per Each	962880047	516	842629004850	18	1	VIHT JÉRSEY RHINSTIN ĀL TANK	H	XLarge	12	1	C12610	0986	96

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### Purchase Order

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Department No

GREAT WHITE BEAR LLC Yendör Name

Guest Name

Origin FQS Point

No Back Order Sale Req Type

Basic Terms Type

Terms Disc Percent

N30ROG+1%RTV+1%WH Terms Descr

10/28/2005 Ship/Deliver Not After

Routing Code Type

Assign by Buyer

Transport Type instruction

0986 Buyer Štere No 0986 Ship to Code

Ship To Gity Ship to Zipcede

0001 Release No

ĮQ	ity	Ship Unit	Unit Price	E Uni	asis it Price	Buyer Catalog No	/endor Style No	UPG Code	Retail Price	Men Price Oty	Product Descr	Séir Déscr	Size"	Ne of Pack	Pack	Ticket Hanger Gode	Ne 1	Qty
17	2	Each	5.4		ce per	962880040	516	842629004867	18	1	BLK JERSEY RHNSTIN S TANK	BLACK	SMALL	12	1	C12610	0985	72
	56	Each	5.4	- W	1	962880041	516	842629004874	18	1	BLK JERSEY RHNSTA	BLACK	Médium	12	1	C12610	0986	156
	156	Eac	5.4	E	ech	962880042	516	842629004881	18	7	M TANK BLK JERSEY RHINSTA	BLACK	Large	12		C12610	Ö986	156
	96	Eac	h 5.4	- N	ach Inolesale rice per ach	962880043	516	84252900485	18	1	ELK JERSEY RHNSTI	: ∭`	XLarge	12	1	C42610	0986	96
5	72	Eac	h 5.4	, V	Vholesak Price per	962880044	516	84262900482	9 18	1	TANK TANK TANK	WHITE	SMALI	12		C12610	0986	3 72
6	14	4 Ee	ch 5.		each Wholesal Price per Each	e 96288004	516	8426290048	6 18	7	S TANK WAT VERSE RHINST M TAN	MHIII	Mediu	12	1	C12810		6 14
7	15	6 E	ch 5.	4		96288004	6 516	8428290048	43 18	1	WHT JERSE RHINS L TAN	WHIT Y IM		<u></u>	1	C12610	096	
8	3	3 6	sch 5	- 1	Wholesa Price per Each	le 96288004	516	8426290048	<b>\$0</b> 18	1	PLANS	11	E Xraid	e 12	1	C12610	1030	2
						<u> </u>	<u> </u>			!_	TANK	!	<u></u> .	<u>!</u>	<u></u>	0070	5	

#### eived from: Mervyns Purchase Order and time: 10/11/2005 3:28:11 AM Tratis Type Original ns Control No 101299112 PO Number 0962-4262179 Delivery Order Type Department No 962 09/30/2005 Date **GREAT WHITE BEAR LLC** Vendor Name 0066423 ndor No **Guest Nairle** motion Code FOS Point Origin est Contact No Back Order Sale Reg Type COMPTON CA B Descr Basic Temas Type ecial Order Type Terms Disc Percent ms Basis DateType Delivery Date N30ROG+1%RTV+1%WH Terms Descr rms Disc Days Due Ship/Deliver Not After 10/28/2005 ip/Deliver Not 10/25/2005 fore Assign by Buyer Routing Code Type proofion Start Transport Type USE READY TO SHIP WEB uting Code Instruction struction Type 0993 Buyer Store No yer Name 0993 Ship to Code iip To Name Ship To City rip To Address Ship to Zipcode nip To State Release No 0001 erms Net Days

ervyn PO Type

POST-DISTRO

다 다	Qty	Ship Unit	Unit Price	Basis Unit Price		Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Desor	Göler Descr	Size	No or Pack	No of laned Paok	Ticket/Hanger Gode	Store No 1	Stort No 1 Oty
	108	Each		Wholesale Price per Each	962880040	516	842629004857	18	1	BLK JERSEY RHIVSTN S TAOK	BLACK	SMACL	12	1	C12610	6993	
<u>:</u>	216	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	M TANK BLK BLK	BLACK	Mediem	12	1	C12810 .	0993	216
3	204	Each	5.4	Wholesale Price per Each	962860042	516	842629004881	18	1	ELK JERSEY RIVISIN LTANK	BLACK	Large	12		C12610	0993	204
4	108	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	KHNSTM KHNSTM JERSEY JERSEY	BLACK	XLarge	12	1	\$12610	0993	108
5	108	Each	5.4	Wholesale Price per Each	962880044	516	842629004828	18	1	WHT HERSEY RHRISTN STANK	<b>!</b>	SMALL	12	1	C12610	0993	108
6	228	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	PAH JERSEY RHNSTN M TANK		Medium	12	1	C12610	0993	
7	204	Each	5.4	Wholesale Price per Each	962880046	516	842629004845	18	1	WANT JERSEY RHNSTN L TANK	WHITE	Large	12	1	C12610	0993	204
В	108	Eact	5.4	Wholesale Price per Éach	962880047	516	842629004850	18	1	WAT JERSEY RENETH XL TANK	Warte	XLárge	12.	1	G12610	0993	108

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te and time: 10/11/2005 3:28:11 AM

#### Purchase Order

ans Control No 101299112 **Delivery Order** > Type 09/30/2005 ) Date 0066423 andor No

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COMPTON CA >B Descr

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10/25/2005

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Department No

Vendor Name

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FÓB Point Origin

No Back Order Salio Rog Typp Terms Type **Basic** 

Temis Disc Parcent

Tentis Descr N30ROG+1%RTV+1%WH

Original

962

0962-4262179

**GREAT WHITE BEAR LLC** 

Ship/Deliver Flot After 10/28/2005

Routing Code Type

Transport Type

Instruction

Buyer Store Ac Ship to Gods

Ship to City Ship to Zippode

Release No

Assign by Buyer

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Ln	άş	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mark Pfice City	Predikt Deser			No of Pack	No of Inner Pack	Ticket/Hanger Code	Store Ne 1	Ston Ne 1 Qty
	216	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18		Jersey Rhinstn Stank		SMÁLL	12.	1	C12610	0996	216
2	432	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	1B ·	1 1	BLK Jeroey Rhastn O task	i	Medium	12	1	C12610	0996	432
3	444	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	16`		BIR Jersey Rhystn Ctryk			12	1	C12610	0996	444
4	192	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	-	Jersey Rhnstn XL Jank		XLarge	12	1	C12610	0996	192
5	216	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18		AMT ARREY RHOSTN BYME	WHITE	SMALL	12	1	C12610	0996	216
8	432	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	<u>a-</u>	WAT JEROEY RHNSTM M TANK		Medium	12	1	C12610	0996	432
7	444	Each	5.4	Wholesale Price per Each	962880046	516	842629004845		1	TERSEY TERRETH TERRET				1	C12810	0996	
8	192	Each	5.4	Wholesale Price per Each	962880047	516 ·	842629004856	18	1	MM KHNSTN KHNSTN JERSEY TANK	1	XLarge 1	12	1	C12610	0996	192

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re and time: 10/11/2005 3:28:11 AM

### Purchase Order

101299112 uns Contrel No Type **Delivery Order** ) Date 09/30/2005 0066423 ndor No

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ervyn PO Type POST-DISTRO Trans Type PO Number

Original 0962-4262179

962

**Vendor Name** 

**GREAT WHITE BEAR LLC** 

Guest Maine

Department No

FOB Point Origin

Sale Req Type No Back Order

**Terms Type** Basic

Terms Disc Percent

N39ROG+1%RTV+1%WH Tenns Descr

Ship/Deliver Not After 10/28/2005

Routing Sode Type

Assign by Buyer

0001

Transport Type instruction

Buyer Store No 0997 0997 Ship to Code

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Release No

n Qty	Ship Unit	Unit Price	Basis Unit Price	Buyet Catalog No	Vendor Style No	UPC Gode	Retail Price		Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hänger Code		Store No 1 Qty
204	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK			12	1	C12610	9997	204
396	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	·		BLK JERSEY RHNSTN M TANK	BLACK	Medium	12	1	Č12610	0997	396
396	Each	5.4	Wholesale Price per Eech	962880042	518	842629004881	18		BLK Jersey Rhinstin L Tank	BLACK		12	1	C12610	0997	
204	Each	5.4	Wholesale, Price per Each	962880043	516	842629004898	18		BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0997	204
204	Each	5.4	Wholesale Price per Each	962880044	518	842629004829	18	1	JERSEY RHNSTN S TAKK	WHITE		12	1	C12610	0997	204
390	Each	5.4	Wholesale Price per Each	962880045	516	842629004836		1 .	WHI JERSEY RHISTN M TANK	WHITE	Medium	12	1	C12610	0997	396
39	Each	5.4	Price per Each			842629004843		1	F J與旅 BH/QLM YEBSEA			12	1	C12610	0997	
20	Each	5.4	Wholesale Price per Each	962880047	516 .	842629004850	18	7-	WHT JERSEY RHISTN XL TANK	WHITE	XLarge	12	7	C12610	0997	204

# GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

### ORDER CONFIRMATION

#### RDER:010046

DATE: Nov 3, 2005 PO #: 9105570

	22301 FO MAIL STO	'S ACCOUN OTHILL BL'	VD	YABLE			1609 E	pro dist	7.181. 10 P/	Die Tion cen Rkway	T: 962 TER
TE	RMS	SE	IIPVIA			SEASON	REP	1 REP2	S	PART	COMPLETE
TOBE	DVISED /	TA	ŔGET	/			НО		Nov	21, 2005	Nov 30, 2005
STYLE	COL	OR SIZE	S/DES(	3	•			PR	ICE	PECES	AMOUNT
50 <del>6</del>	BLAC	XS ZIPPER F			L	XL BLACK		10	).80 )	204	2203,20
506	PINK	ZIPPER F	60 RNT JO 60	144 XK W HO 132	156	PINK 72		10	0.80	420	4536,00
516	BLAC	XS : JERSEY 1	s Tank v	M W/RHINES	L <sub></sub> 156	XL BLACK 72		10	).80	. 228	2462.40
7	OTAL OF YO	UR ORDEI	R =>							852	9201.60

### GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1425

### ORDER CONFIRMATION.

**EDER:**010046

TERMS

DATE: Nov 3, 2005 PO #: 9105570

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1164

Page 14 of 73

COMPLETE

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MERIO
MERVYN'S ACCOUNTS PAYABLE
22301 FOOTHILL BLVD
MAIL STOP 3160
HAYWARD, CA 94541

TOTAL OF YOUR ORDER ->

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SHIP TO

STORE: 0993

MERVYN'S DISTRIBUTION CENTER
2455 SOUTH 3600 WEST
WEST VALLEY, UT 84119

REP1 REP2

TO BE AD	VISED	TAR	GET				но	Nov	21, 2005	Nov 30, 2005
STYLE	COL	OR SÍZES/	DESC		.:	,		PRICE	PHECES	AMOUNT
106	BLA	xs C ZIPPER FR	S NT JO 96	M CK W HO 192	L	XL BĻACK		10.80	288	3110.40
i06	PINK	ZIPPER FRI		•	180	PINK 108		10.80	588	6350.40
i16	BLA	XS C JERSEY TA	S NK V	m V/RHINE	L S 180	XL BLACK 108		10.80	288	3110.40

SEASON

### GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

### ORDER CONFIRMATION

ORDER: 010046

**DATE: Nov 3, 2005** PO#: 9105570

DEPT: 962

- SHIP TO -- SOLD TO **STORE:** 0996 MER10 MERVYN'S DISTRIBUTION CENTER MERVYN'S ACCOUNTS PAYABLE 1015 VINTAGE AVENUE 22301 FOOTHILL BLVD ONTARIO, CA 91761 MAIL STOP 3160 HAYWARD, CA 94541

TERM	is		SHI	PVIA	_		SEASO	1	REP1	REP2	ST	ART	COMPLETE
TO BE AD	/I\$ED		TAR	GET				•	НО		Nov	21, 2005	Nov 30, 2005
G STYLE	COL	OR S	IZES/	DESC		_				PR	ICE	PIECES	AMOUNT
-	-	. X8	3	s	M	L	XL			•			

<del>4</del> 01122	00001 00000		
-	XS S M L XL		
506	BLAC ZIPPER FRNT JCK W HO BLACK 228 456	ζ 10.80	584 7387.20
506	PINK ZIPPER FRNT ICK W HO PINK 228 456 468 216	10.80 12	368 . 14774.40
	XS S M L XL		
516	BLAC JERSEY TANK W/RHINES BLACK	ζ 10.80	684 7387.20
	468 216		
TO	TAL OF YOUR ORDER ⇒	2'	736 29548.80

### GREAT WHITE BEAR, LLC. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

### ORDER CONFIRMATION

#### ORDER:010046

DATE: Nov 3, 2005 PO #: 9105570

MER10
MERVYN'S ACCOUNTS PAYABLE
22301 FOOTHILL BLVD
MAIL STOP 3160
HAYWARD, CA 94541

SHIP TO

SPORE: 0997

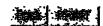
MERVYN'S DISTRIBUTION CENTER
48290 FREMONT BOULEVARD
FREMONT; CA 94538

TER	MS	,	SHIPVI	4		SEASON	REPI REP2	Si	TART	COMPLETE
TO BE AD	VISED		TARGET	-	† ·	•	НО		21, 2005	
STYLE	COLO	D C17	ES/DES	<u> </u>	<del></del>		<del></del>	<del></del>		Nov 30, 2005
		<del>,</del>	I CALL			<u></u>	PR	İCÉ	PEECES	AMOUN
506	BLAC	XS ZIPPER	. S FRNT J 216	MI CK W HO 408	L	XL BLACK	10	0.80	624	6739,2
506	PINK	ZIPPER	FRNT J6 216	CK W HO 408	396	PINK 204	10	0.80	1224	13219.2
516	BLAC	XS JERSEY	s, TANK v	M W/RHINE	L S 396	XL BLACK 204	10	0.80	600	6480.00
то	TAL OF YO	JR ORDI	ER ⇒>						2448	26438.40

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#### Purchase Order

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Vendor Name

GREAT WHITE BEAR LLC

Guest Name

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10/28/2005

0986

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Transport Type Instruction

Buyer Store No 0986

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<b>₩</b>	Cêty		Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Řetáti Price	Mult. Price Orly	Product Descr	Golor Desçr	Size	No of Pack	No ef Inher Pack	Ticket/Hanger Code	Store No 1	
Ī	600	Each	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK DROP JKT VY RHNSTM S	BLACK	SMALL	12	1	C12610	<b>0986</b>	72
~1	1200	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1 ·	Blk Crop Jrtvy Rfinstn M		Medium	12	j	C12610	0986	144
3	1200	Each	10.8	Wholesale Price per Each	962880026	506	842629004883	36	*	BLK CROP. JKT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
4	690	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36		BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84
5	600	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32		BLK Rant W Ringth S	BLACK	SMALL	12	1	C12810 · .	0 <b>98</b> 6	72
6	1200	Each	9.6	Wholesale Price per Each	962880033	506-3	842829004751	32		BLK Pant W Rhistn M		Medium	12	1	C12610	0986	132
7	1200	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32		BLK PÄNT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
8	600	Each	9.6	Wholesale	962880035	506-3	842629004775	32	1	BLK	BLACK	XLarge	12	1	C12610	0986	84

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scelved from: Mervyns ate and time: 10/11/2005 3:28:08 AM Purchase Örder Original 101299062 Trans Type rans Control No 0962-2156236 PO Number -**Delivery Order** О Туре 962 Department No 09/30/2005 Q Date GREAT WHITE BEA Vender Maine 0066423 endor No **Guest Name** romotion Code **POB** Point Origin west Contact No Back Order Sale Reg Type **ÖB Descr** COMPTON CA Basic Terms Type pecial Order Type. Terms Bisc Percent erms Basis DateType Delivery Date N30ROG+1%RTV+1%WH Termis Destit erms Disc Days Due 10/28/2005 Ship/Deliver Not After hip/Deliver Not 10/25/2005 lefore Assign by Buyer Rouging Code Type 'romotion Start Transport Type USE READY TO SHIP WEB touting Code Instruction nstruction Type Buyer Store No 0986 Buyer Name Ship to Sode 0986 hip To Name Ship to City hip To Address Ship to Zipcode thip To State

Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Verider Style No	UPC Code	Retail Price	Multi Price Oty	Piedidak Desci	Golor Døser	Siże	No of Pack	Ne of Inner Pack	fickel/bianger Code	Store No 1	Ston No 1 Qty
1	72	Each	10.8	Wholesale Price per Each	962880024	508	842629004669	36	1	BLK Grop JKT W RHNSTN S		SMALL	12		C12610	0986	72
2	144	Each		Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTM		Medium	12	1	Ç (2610	6986	144
3	144	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
4	84	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT-W RHNSTN XL		XLarge	12,	1	G12610	0986	84
5	72	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHINGTIN S	H	SMALL	12	1	C12610	6880	72
6	132	Each	9.6	Wholesale Price per Each	962880033	<b>\$</b> 06-3	842629004751	32	1	BLK PANT W RHNSTN M		Međium	12	1	C12\$10	0986	132
7	144	Each	9.6	Wholesale Price per Each	962580034	506-3	842629004768	32	1	BIK PANTW RHNSTN			12	1	C12810	986	
8	84	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32		BLK PANT W RHNSTN XL	H	XLarge	12	1	C12810	0986	84

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Vendor Name

Guest Name FOS Point

Sale Red Type

Origin No Back Order

Assign by Buyer

Original

962

0962-2158236

GREAT WHITE BEAR LLC

Terms Type Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Basic

Ship/Deliver Net After 10/28/2005

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Transport Type

instruction

Buyer Stere No 0993 Ship to Gode 0993

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55	Qty	Ship Unit	Unit Price	Basis Unit Price		Vendor Style No		Price	Price Oty	Prothes Descr	Desor			20 to 10 to	Tickelitänger Göde	Store No 1.	Ston No 1 Oty
	108	Each	10.8	Wholesale Price per Each	962580024	506	842629004669	36	1	BLK CROP JKT W RHMSTM S		SMALL	12	1	C12610	O993	108
2	228	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	3 <b>6</b>	1	BLK CROP JKT W RHASTM	BLACK	Medium	12	1	C12610	0993	228
3	204	Each	10.8	Wifolesale Price per Each	962880026	506	842629004683	36		BEK CROP JET VV KINNSYN	HLACK	Lifigie	12	1	C12610	0993	204
4	108	Éach	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1.	BLK CROP JKT W NHNSTN XL		XLarge	12	1	C12610	0993	108
5	108	Each	9.6	Witolesale Price per Each	962880032	506-3	842829004744	32		BLK Pant W Rhnstn S	BLACK	SMALL.	12	-	C12610	0993	108
6	228	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	SLK PANT W RHNSTR	BLACK	Medium	12	1	C12610	0993	228
	192	Each	9,6	Price per Each	962880034		842629004768			BLK Pant W RHRSTR	BLACK	Large	12	1	C12810	0993	192
8	108	Each	9.6	Wholesale Price per Each	<b>9</b> 62880035	506-3	842629004775	32		BLK PANT W RHNSTN XL	1 1	XLarge	12	1	C12610	0993	108

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#### Purchase Order

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 101299962

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 09/30/2005

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Routing Code USE READY TO SHIP WEB

10/25/2005

nstruction Type Buyer Name Thip To Name Thip To Address Thip To State Ferms Not Days

Ferms Net Days Viervyn PO Type

Vpe POST-DISTRO

Trans Type PO Number

Sale Req Type

Original 0962-2158235

Department No 962

Veridor Name GREAT WHITE BEAR LLC

Guest Name FOB Point (

Origin No Back Order

Tertifs Type Basic

Terms Disc Percent

Tating Diestr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

Routing Gode Type

Transport Type

pragariction

Buyer Store No Ship to Code

Ship To City Ship to Zheede

Release No

Assign by Buyer

0996

0995

Ln No	Qty	Ship Unit		Basis Unit Price	No	Vendor Style No			Melf Price Oty	Provided Descr	Delor Desor	Size	No of Pack	of loner Pack	Tiekelikanger Ösdə	Store No 1	Ston No 1 Qty
1	216	Each	10.8	Wholesale Price per Each	962680024	506	842629004669	36	1	BLK CROP JKT W KHNSTN S	'	SMALL	12	1	C12610	0996	216
2	432	Each	10.8	VVholesalé Price per Each	962880025	506	842629004876	36		BLK CROP IKT W RHNSTN M		Medium	12	1	C12810	0996	432
3	456	Each	10.8	Wholesale Price per Each	962889026	506	842629094683	3 <b>6</b>	1	BLK CROP JKT W RHMSTN	BLACK	Large	12	1	G12610	0996	456
4	192	Each	10.8	Wholesale Price per Each	962680027	506	842629804690	36		BLK CROP JET W RHINSTN XL	Slack	XLarge	12	1	C12610	0996	192
45	216	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	322	1	BLX PANT W RHNSTN S	BLACK :	smäll.	12	7	C12610	0996	216
6	432	Each	9.6	Wholesale Price per Each	962880033	506-3	<b>8428290</b> 94751	32	1	BLK Pant W Rinstn M	SLACK	Médium	12	1	C12610	0996	432
7	468	Each	9.6	Wholesale Price per Each	962880034		842629004768	-	l I	BLK Pant W Rhnstn L	SLACK	Large	12	1	C12610	0996	468
8	192	Each	9.6	Wholesale Price per Each	952880035	506-3	842629004775	32		BLK PANT W RHNSTN XL	l Ì	XLarge	12	1	C12810 .	0996	192

iceived from: Mervyns ite and time: 10/11/2005 3:28:08 AM

#### Purchase Order

rans Control No 101299062 D Type · **Delivery Order** Date 09/30/2005 andor No 0066423

romotion Code uest Contact

**DB Descr** COMPTON CA

pecial Order Type

arms Basis DateType Delivery Date

arms Disc Days Due

hip/Deliver Not 10/25/2005

efore

romotion Start

outing Code USE READY TO SHIP WEB

istruction Type uyer Name hip To Name . hip To Address hip To State erms Net Days

lervyn PO Type POST-DISTRO Trans Type **PO Number**  Original 0962-2158238

Department No 962

Vendor-Name GREAT WHITE BEAR LLC

Guest Name

Örigin

PÖB Point Sale Reg Type No Back Order

Tenns Type Basic

Terris Disc Percent

Jeans Deace N30ROG+1%RTV+1%WH

Ship/Déliver Not After 10/28/2005

Routing Code Type

Transport Type Instruction

Boyer Store No Ship to Gode

Ship To City

Ship to Zipcede Release No

Assign by Buyer .

0997 0997

30	٠	Unit	<u> </u>	Unit Price	No	Vendor Style No	UPC Code	Price	E GO	Design.	Colet Descr	Size	No of Pack	No of inner Pack	Titiket/Hanger Code	Store No 1	Store No 1 Oty
	204	Each	10.8	Wholesale Price per Each	962860024	506	842629004669	35	1	ek Crop Jkt Vy Phnsta S		SMALL	12	-	C12\$10	O997	204
	396	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	Blik CROP JKT W RHINSTN M	1	Mediunt	12	1.	C12610	<b>099</b> 7	396
	396	Each	10.8	Wholesale Price per Each	962880026	50 <del>6</del>	842629004683	36		BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0997	396
	216	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XI	BLACK	XLarge	12	1	C12610	0997	216
	204	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANET VV RFINGTEN S	BLACK	SMALL	12	1	C12510	0997	204
	200	Each	9.6	Wholesale Price per Each	962880033	566-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0997	408
	96	Each	9.6	Wholesale Price per Each	962880034	506-3	84262 <b>90Q</b> 4768	32	1	BLK Pant W Rhnstn L	BLACK	Large	12	1	C1261Q	0997	396
	216	Each		Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0997	216

GREAT WHITE BEAR, LL.C. 1412 BROADWAY, SUITE 1604 NEW YORK NY 10018 TEL: (212) 391-1223 FAX: (212) 391-1425

#### ORDER CONFIRMATION ORDER:010015 DATE: Nov 3, 2005 PO#: 9105570 - SOLD TO SHIP TO MER10 STORE: 0911 **DEPT: 962** MERVYN'S ACCOUNTS PAYABLE MERVYNS DISTRIBUTION CENTER 22301 FOOTHILL BLVD FOR BULK ORDERS MAIL STOP 3160 BULK, BULK HAYWARD, CA 94541 **TERMS** SHIPVIA SEASON REPI REP2 START COMPLETE TO BE ADVISED TARGET HO Nov 21, 2005 Nev 30, 2005 G STYLE COLOR SIZES/DESC PRICE PIÈCES AMOUNT XS S M ХL 506 BLAC ZIPPER FRNT JCK W HO BLACK 10.80 1800 19440.00 600 1200 1200 600 506 PINK ZIPPER FRNT JCK W HO PINK 10.80 3600 38880.00 600 1200 1200 600

TOTAL OF YOUR ORDER =>

5400

58320.00

PICKING TITICKET: 080863 11/07/ORDER: 010015 11/21/07/ORDER: 010015	05 05 11/30/05 3 7\$ PAYABLE D		220 T	VEST VIC COMPTO TEL: 35 FAX: (21)	ANCE TRAM TORIA STRE N CA., 90220 1866-1251 1) 391-1425 IAIL: SEIP 1 STORE 111 MERVYNS DI FOR BULK OF	TO	ONCEN	11/07 10:58 PAG:	29
SHIPVIA	SEASON	SPECIA	L Instru	CHONS	STORE#	DEPT#	pret	RCHASE	OFF PROP
TARGET					0911	962	FOI	910557	
	OR SIZES/DES		N		<del>, , , , , , , , , , , , , , , , , , , </del>	KU#			AMOUNT
ORDER QTY ALLO QTY PICK QTY 506 PINK ORDER QTY ALLO QTY	ZIPPER FRNT JC XS 600	8 M 0 1200 0 1200 K W HO 5 M	1200 1200	600 600 600 600	Came style 5	in 43	1800 3600 3600 3600	•	
P	AGE TOTAL PI	ECES TO	PIĆK						
	Mr. S. W. O. 10	- N. Ku					7200		····

BILL OF LADING	# CARTONS	WEIGHT	PICKED BY	123	
			LICKED BA	PACKED BY	SHIPPED VIA
REIGHT	INSURANCE	OTHER CHGS	TÜDAĞ	1	TARGET
	s	ie i	-	COMMENTS:	
			TO BE ADVISED	<u> </u>	1
			•		

eceived from: Mervyns

ate and time: 8/11/2005 3:28:09 AM

### **Purchase Order**

'rans Control No 101246455 'O Type. **Delivery Order** 'O Date 08/05/2005

endor No 0066423

Tomotion Code.

**Juest Contact** 

OB Descr COMPTON CA

pecial Order Type

erms Basis DateType Delivery Date

erms Disc Days Due

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romotion Start

outing Code USE READY TO SHIP WEB

08/25/2005

istruction Type uyer Name hip to Store Name hip to Store Address hip to Store State erms Net Days

lerryn PO Type POST-DISTRO Trans Type PO Number

**Original** 0962-8619083

Department No

**Vendor Name** 

**FOB Point** 

**Guest Name** 

Origin No Back Order Basic

Sale Req Type Tenns Type

Terms Disc Percent Terms Descr

N30ROG+1%RTV+1%WH

GREAT WHITE BEAR LLC

Ship/Deliver Not After 08/30/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0997 Ship to Code 0987

Ship to Store City Ship to Store Zipcode

Release No

0001

Ю		Unit	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	OI Inner	Ticket/Hanger Code	Store No 1	Store No 1 Qty
		Each	Wholesale Price per Each	962881142	17500	872182007579	42		CTN TWL JKT 8/30 KHAKI S	KHAKI	SMALL	12	Pack 1	C12610	0997	156
		Each	Price per Each	962881143		872182007586	42	1		KHAKI	Medium	12	+	C12610	0997	300
		Each	Price per Each	962881144		872182007593	42	1		KHAKI	Large	12	1	C12610	0997	312
15	56	Each	Wholesale Price per Each	962881145	17500	872182007609	42		CTN FWL IKT 1/30 GHAKI	KHAKI	XLarge	12		C12610	0997	156

imber of Line Items 4 ital Extended Line 12,474.00

**Total Order Ot** 

924.0

eceived from: Mervyns ate and time: 9/30/2005 9:08:15 PM

**Purchase Order** 

rans Control No 101290885 O Type Blanket Order O Date 09/30/2005 endor No 0066423

remotion Code **Upst Contact** 

**OB Descr** COMPTON CA

pecial Order Type

erms Basis DateType Delivery Date

Pine Disc Days Due

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10/25/2005

romotion Start

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Struction Type uyer Name hip to Store Name lip to Store Address 1 p to Store State ×ms Net Days

Pryyn PO Type

POST-DISTRO

Trans Type

Original

PO Number 0962-8797450

**Department No** 

962

**Vendor Name** GREAT WHITE BEAR LLC

**Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order

Terms Type Basic Terms Disc Percent

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 10/28/2005

**Routing Code Type** 

Assign by Buyer Transport Type

Instruction

**Buyer Store No** 

Ship to Code

0911

0911

Ship to Store City Ship to Store Zipcode

Release No

Qt)	Uni		9 Unit Price	No	Vendor Style No	UPC Code	Retai Price	Mult Price Qty	Produc Descr	Colo Desc	r Size	No of Paci	No of inner Pack	Ticket/Hange Code	Stor No	e Stor
528	Eac	10.8	Wholesale Price per Each	962880028	506	842629004706	36	1	PNK CROP JKT W RHNSTN	I	SMALL	12	1	C12610	0911	528
		10.8	Wholesale Price per Each			842629004713	36		PNK CROP JKT W RHNSTN M	PINK	Medium	12	1	C12610	0911	1068
1068	Each	10.8	Wholesale Price per Each	962880030	506	842629004720	36	1	PNK CROP JKT W RHNSTN	PINK	Large	12	1	C12610	0911	1068
528	Each	10.8	Wholesale Price per Each	962880031	506	842629004737	36		PNK CROP JKT W RHNSTN XI		XLarge	12	1	C12610	0911	528
528	Each	9.6	Wholesale Price per : Each	962880036	506-3	842629004782	32	1		PINK	SMALL	12	1	C12610	0911	528
1068	Each	9.6	Wholesale Price per Each	962880037	506-3	842629004799	32		PNK PANT W RHINSTN	PINK	Medium	12	1	C12610	0911	1068
068	Each		Wholesale Price per Each	962880038	506-3	842629004805	32		السين	PINK	Large	12		C12610 *	0911	1068
28	Each		Wholesale S Price per Each	62880039	506-3	842629004812	32		PNK PANT W UHNSTN	PINK	XLarge	12		212610	0911	528

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iumber of Line Items of al Extended Line m				Total Order Qt	6384.0		•
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sceived from: Mervyns

ate and time: 8/8/2005 7:28:24 PM

### **Purchase Order**

rans Control No 101244292 О Туре Blanket Order O Date 08/08/2005 endor No 0066423

romotion Code **uest Contact** 

**DB Descr** COMPTON CA

pecial Order Type

≆ma Basis DateType Delivery Date

arms Disc Days Due

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08/25/2005

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วนนิกฐ Code

USE READY TO SHIP WEB

struction Type .yer Name sip to Store Name 1ip to Store Address ilp to Store State ITMS Net Days

⊋rvyn PO Type POST-DISTRO Trans Type Original PO Number 0962-9003012 Department No

962 Vendor Name GREAT WHITE BEAR LLC

**Guest Name** 

Origin

**FOB** Point Sale Req Type No Back Order Terms Type Basic

**Terms Disc Percent** 

Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

**Routing Code Type** 

Assign by Buyer

Transport Type Instruction

**Buyer Store No** Ship to Code

0911 0911

Ship to Store City Ship to Store Zipcode Release No

Qty 348	Uni	Unit Price	No	Vendor Style No	UPC Code	Retail Price	Muit Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Stor No 1 Qty
		Price per Each	962881132		842629002917	34		KHKI CTN TWL PANT 8/30 3	KHAKI	3	12	1	C12610	0911	348
696		 Prica per Each	962881133		842629002924	34	1	KHKI CTN TWL PANT 8/30 5	KHAKI	5	12	1	C12610	0911	696
1056		Price per Each	962881134	:	842629002931	34	1		KHAKI	7	12	1	C12810	0911	1058
		Price per Each	962881135	•	842629002948	34	1		KHAKI	9	12		C12610	0911	1056
696	Each	Price per Each	962881136		842629002955	34			KHAKI	11	2		C12610	0911	696
348	Each	Wholesale S Price per Each	62881137	132	42629002962	34 1	K C T F		CHAKI	13 1	2 4	ō	12610	911	348

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Case 2:06-cv-13358-RMB-FM Document 68-7 Filed 06/23/2008

Page 29 of 73

eceived from: Mervyns

rate and time: 8/10/2005 10:08:05 AM

#### **Purchase Order**

rans Control No 10

101245642 Delivery Order 08/08/2005

fendor No 0066423

**Tomotion Code** 

Fuest Contact

\*O Date

OB Descr COMPTON CA

pecial Order Type

erms Basis DateType Delivery Date

erms Disc Days Due

hip/Deliver Not

08/25/2005

romotion Start

outing Code

USE READY TO SHIP WEB

ustruction Type
uyer Name
hip to Store Name
hip to Store Address
hip to Store State

erms Net Days lervyn PO Type

POST-DISTRO

Trans Type PO Number

Original 0962-9003012

Department No .

962

Vendor Name

iame GREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Origin

Sale Req Type Terms Type

No Back Order

Terms Type Basic
Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No

0986

Ship to Code Ship to Store City

0986

Ship to Store Zipcode Release No

. 0001

		t Pri	P#	Unit Price	No	Vendo Style No	UPC Code	Reta Price	Mult Price Qty	Produc Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger Code	Store No 1	Stor No 1 Qty
13	2 Eac	h 10.7	H	Wholesale Price per Each	962881132	432	84262900291	7 34	1	KHKI CTN TWL . PANT 8/30 3	KHAKI	3	12	1	C12610	0986	132
24				Price per Each			842629002924	34	1.		KHAKI	5	12	1	C12610	0986	240
				Price per Each	962881134		842629002931	34	1		KHAKI	7	12	1	C12610	0986	360
346	Each	10.7	ЩF	Wholesale s Price per Each	962881135	432	842629002948	34	1		KHAKI	9	12	1	C12610	0986	348
228			E	rice per ach	962881136	432	842629002955	34	1		KHAKI	11	12	1 6	C12610	<b>2986</b>	228
120	Each	10.75	ĮΡ	Vholesele 9 vice per ech	62881137	432	842629002962	34	1		KHAKI 1	3 1	2		C12610	986 1	20

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Case 2:06-cv-13358-RMB-FM Document 68-7 Filed 06/23/2008 Page 31 of 73

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**Purchase Order** 

ans Control No 101245642 Э Туре **Delivery Order** ) Date 08/08/2005 mdor No 0066423

omotion Code Jest Contact

**)B Descr** COMPTON CA

recial Order Type

rms Basis DateType Delivery Date

ems Disc Days Due

ilp/Deliver Not 08/25/2005 rfore

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**xuting Code** USE READY TO SHIP WEB

struction Type ryer Name lip to Store Name ip to Store Address rip to Store State rms Net Days

эгчул РО Туре **POST-DISTRO** 

Trans Type Original PO Number 0982-9003012

Department No

**Vendor Name** GREAT WHITE BEAR LLC **Guest Name** 

**FOB Point** Origin Sale Req Type No Back Order Terms Type Basic

**Terms Disc Percent** 

**Terms Deacr** N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

**Routing Code Type** Assign by Buyer

Transport Type Instruction

**Buyer Store No** 0993 Ship to Code 0993

Ship to Store City Ship to Store Zipcode Release No

Qty	Unit	·	Unit Price	No	Vendor Style No	UPG Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
48			Price per Each	962881132		842629002917	34		KHKI CTN TWL PANT 8/30 3	KHAKI	3	12	1	C12610	0993	48
			Price per Each	962881133	432	842629002924	34		KHKI CTN- TWL PANT 8/30 5	KHAKI	5	12	1	C12610	0993	108
168	Each	10.75	Wholesale Price per Each	962881134	432	842829002931	34		KHKI CTN TWL PANT 8/30 7	KHAKI	7	12	1	C12610	0993	168
168			Price per Each	962881135		842629002948	34	1		KHAKI	9	12	1	C12610	0993	168
108	Each	10.75	Wholesale Price per Each	962881136	432	842629002956	34	1		KHAKI	11	12	1	C12610	0993	108.
48 	Each	<b>!</b>	Wholesale Price per Each	962881137	432	842629002962	34	1		KHAKI	13	12.		C12610	0993	48

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#### **Purchase Order**

rans Control No 101245642

O Type Delivery Order
O Date 08/08/2005

endor No 0066423

Tomotion Code Ruest Contact

OB Deser COMPTON CA

pecial Order Type .

erms Basis DateType Delivery Date

erms Disc Days Due

hip/Deliver Not efore

08/25/2005

romotion Start

outing Code

USE READY TO SHIP WEB

ustruction Type
uyer Name
hip to Store Name
hip to Store Address
hip to Store State

ervyn PO Type

POST-DISTRO

Trans Type

Original

PO Number 0962-9003012

962

Department No Vendor Name

OREAT WHITE BEAR LLC

**Guest Name** 

FOB Point Origin Sale Req Type No Back Order
Terms Type Basic

Terms Disc Percent

Terms Descr

N30ROG+1%RTV+1%WH

Ship/Deliver Not After 08/30/2005

Routing Code Type

Assign by Buyer

Transport Type Instruction

Buyer Store No

0996

Ship to Code

0996

Ship to Store City Ship to Store Zipcode

Release No

Qt	Unit		Unit Price	No	Vendor Style No		Price	Mult Price Qty	Product Descr	Color Descr	Size	of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Stor No 1 Qty
96			Price per Each	962881132		842629002917	34	1	KHKI CTN TWL PANT 8/30 3	KHAKI	3	12		C12610	0996	96
			Price per Each	962881133		842629002924	34		KHKI CTN TWL PANT 8/30 5	KHAKI	5	12	1	C12610	0996	204
300	Each	10.75	Wholesale Price per Each	962881134	432	842629002931	34	1		KHAKI	7	12	1	C12810	0996	300
300	Each		Wholesale Price per Each	962881135	432	842629002948	34	1		KHAKI	9	12	1	C12610	0996	300
204	Each	ľ 11	Wholesale Price per Each	962881136	432 ·	842629002955	34	1		KHAKI	11	12	•	C12610	0996	204
108	Each	i 11	Wholesale S Price per Each	062881137	132	842629002962	34	1		KHAKI	13	12		C12610	0996	108

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Page 35 of 73

eceived from; Mervyns

ate and time: 8/10/2005 10:08:05 AM

#### **Purchase Order**

rans Control No

101245642

O Type O Date

**Delivery Order** 

08/08/2005 0066423

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ivest Contact

**OB** Descr

COMPTON CA

pecial Order Type

erms Basis DateType Delivery Date erms Disc Days Due

hip/Deliver Not efore

08/25/2005

romotion Start

outing Code

USE READY TO SHIP WEB

struction Type uyer Name hip to Store Name

hip to Store Address hip to Store State

erms Net Days lervyn PO Type

POST-DISTRO

Trans Type

Original

PO Number

0962-9003012

Department No

**Vendor Name** 

**Guest Name** 

Origin

FOB Point Sale Req Type

No Back Order

GREAT WHITE BEAR LLC

Terms Type Terms Disc Percent Basic

Terms Descr

N30ROG+1%RTV+1%WH

Assign by Buyer

Ship/Deliver Not After 08/30/2005

**Routing Code Type** 

**Transport Type** 

Instruction

Buyer Store No

0997 0997

Ship to Code

Ship to Store City Ship to Store Zipcode

Release No

٥	٠	Unit		Unit Price	Catalog No	Vendor Style No	· · ·	Price	Mult Price Qty	Product Descr	Color Descr	Size	of	No of Inner Pack	Ticket/Hanger - Code	Store No 1	Stor No 1 Oty
	72			Price per Each	962881132		842629002917	34	<b>1</b>	KHKI CTN TWL PANT 8/30 3	KHAKI	3	12	1	C12610	0997	72
				Price per Each	962881133		842629002924	34			KHAKI	5	12	1	C12610	0997	144
				Price per Each	962881134		842629002931	34	1		KHAKI	7	12	1	C12610	0997	228
		·		Price per Each	962881135		842629002948	34		KHKI CTN TWL PANT 8/30 9	KHAKI	9	12	1	C12610	0997	240
				Price per Each	962881136		842629002955	34	i		KHAKI	11	12	1	C12610	0997	156
7	2	Each	10.75	Wholesale Price per Each	962881137	432	842629002962	34			KHAKI	13.	2	1	C12610	0997	72

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Case 2:06-cv-13358-RMB-FM Document 68-7 Filed 06/23/2008 Page 37 of 73



# SHAHDUR ADDARFI

Piol No. 80, Sector-24, Korangi Industrial Area, Karachi-Pakistan. Jel : (82-21) 5087458, 5070152, 5058819 Fax : (92-21) 5087774 E-mail : shahapparel@cylor.net.pk

Head Office : 8-17, Clifton Garden FL-1, Stock-3, Kehkashen Clifton, Karaohi, Tel : 4549431 Fex : 4311907

INVOICE NO. DESCRIPTION: MARKS & NOS:

### **PACKING LIST**

SARAI/254/05 DATED: 11 /08/2005.
97%GOTT3%LYCRA STRETCH DENIM-CAPRI PANTS
97 % COTT 3% LYCRA STRETCH POPLIN -SHIRTS
WHITE GREAT BEAR / JUNIOR
MERVYNS

P.O# 1501, 1514 STYLE: 107, 100

SIZES: 3.5.7,9.11,13, & XS, S, M, L CONTENT 12/72 PCS PER CTN

QTY 1-404

MADE	IN	PAKISTAN

	<del></del>					М	DΕ	IN P	AKIS	TAL							
CTN NOS.	P.O NO	STYLE NO.	COLOR	PARTY	MEASUR EMENT	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1			PCS	TOT	TOT	TOT	NET	CROSS			
	ļ								PECO & BREAKTOWN			PER	CTN	DOZ	PCS	₩Ŧ	WT.
001-349	150				SIZES	3	5	7	9	11	13	-	-		-		<u> </u>
N 1-24 H	1501	107	DENIA	MERVYNS	25x18x7	1	2	3	3.	2	1	12	349	349	4188	APAR SA	
-			<b></b>							Ė	1	<del>                                     </del>	042	348	9 100	2547,700	3141.00
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54-394	1514	100	SAND	NEOVANIE	SIZES	XS	\$	М	L								
97-410			DI ACK	MERVYNB	25x15x8.6	12	24	24	12			72	41	246	2952	528,900	040.00
		- 100	CONON	MERVYNS	48X15X8.5	42.	24	24	12			72	14	84	1008	180,600	615.00
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		,		·*					UKA	AD 1	DTAL	]	404	679	8148	3257,200	3966.00

FOR SHAHPUR APPAREL

(AUTHORISED SIGNATURE)

# 7/20 2:20 21 77 RAEL VINCOUNT BRAK NY 2001/008

ARRIVAL OF DOCUMENTS L/C NUMBER: L620036 DRAWING NUMBER: CO1 AUGUST 17, 2005 세네요 XX 발생님 역유로교보로 장마고 작업을 교육주면 관금고고 다고 그 그 그는 것도로 보면 등 등 교육도 받는 구는 축과 학생 등 주 및 환문으로 보냈다. APPLICANT: GREAT WHITE HEAR, LLC GREAT WHITE BEAR, LLC ACCOUNT PARTY: 1412 BROADWAY 1412 BROADWAY SUITE 2010 SUITE 2010 **おおよりからなどだだりをままられることのかりにおからられましたがららばいりのからからたいにははなるないないのだがないました。** PRESENTING BANK: BENEFICIARY: HSBC RESOURCING AMERICA, INC. 1 QUEENS ROAD CENTRAL 954 EAST 7TH ST. GPO BOX 64 BROOKLYN, NY 11230 · HONGKONG COVER LETTER DATE: AUGUST 15, 2005 REFERENCE NUMBER : BPCMIN654870TRF DRAWING AMOUNT: USD 24,560.80 TENOR: SIGHT FOLLOWING DOCUMENTS TO BE DELIVERED AGAINST: (x) payment ( ) acceptance DRAFTS 2

BILL OF LADING 3/3

COMMERCIAL INVOICE 1+1C

STAMPED VISA DOC. 1

CUSTOMS INVOICE

PACKING LIST

CERT. OF ORIGIN 1

COVERING MERCHANDISE:

288 CTNS LADIES DENIM JEANS

SHIPMENTS:

FROM : HONG KONG TO LOS ANGELES

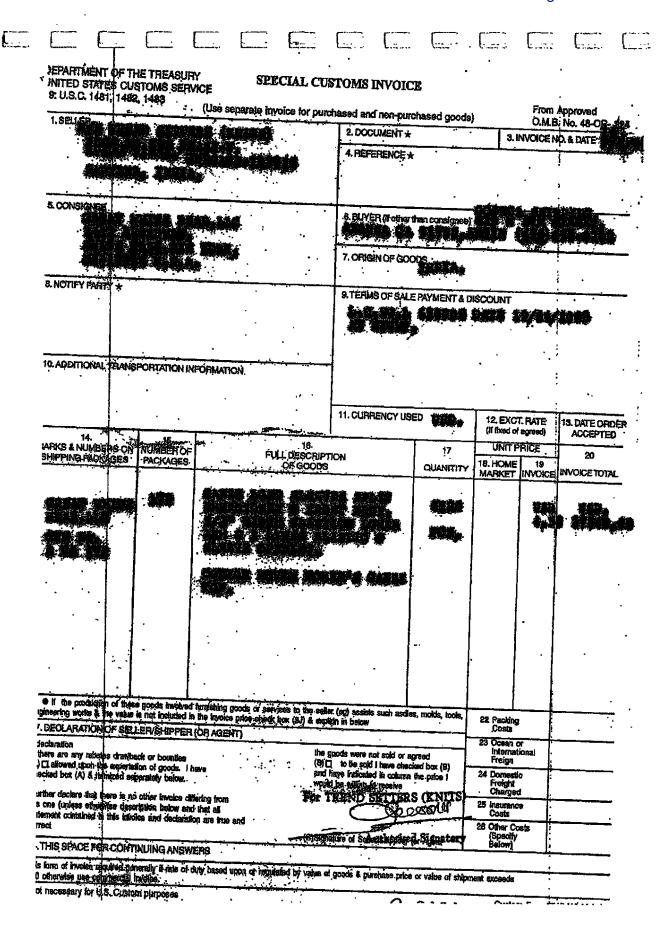
B/L :0507185LGB01 VIA COCL HAMBURG VOY.13E30 DTD 8/01/05

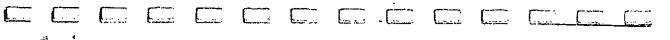
DISCREPANCIES:

1. DOCUMENT CALLED STAMPED VISA DOCUMENT PRESENTED HOWEVER THERE IS NO VISA STAMP.

2. B/L OMITS LC NUMBER AND SHOWS NOTIFY PARTY AS RESOURCING AMERICA, INC INSTEAD OF GREAT WHITE BEAR. 祖氏学术文学设备保证设计部的经过人和国际科学的工作的工作的过去式和过去分词 计自己的 经自己的现在分词 医电压性 医耳耳氏试验检试验

FAX TO: JOE DRAGO
FROM: INGRID ALLEYNE 212-551-8186
PLEASE PROVIDE US WITH YOUR PROMPT INSTRUCTIONS.





## RESOURCING AMERICA, INC.

954-EAST 7TH ST BROOKLYN NY 11230 TEL. 718-258-6588 INVOICE# KPD 4714

LC# DP BANK REF#:

BIII To:

[...

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA Ship To: GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

P&O GWBLAX500

DEBIT NOTE#

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
17500	1544LADIES WASHED TWILL JACKETS TWILLS OZ	310	Doz	\$104.00	\$32,240.0
214	1553LADIES 100% COTTON KNIT TOP WITH SATIN	313	Doz	\$50.00	\$15,650.0
243	1585LADIES KNIT POLO INTERLOCK	220	Doz	\$60.00	
432	1550LADIES 100% COTTON KNIT TOP WITH SATIN	377	Doz	\$87.00	\$13,200.0
446	1581LADIES POPLIN TOP POPLIN			•	\$32,799.0
440	1587LADIES POPLIN TOP POPLIN	303	Doz	\$70.80	\$21,45

Mervyns

Style 2.14 S.P.9.25 Cost 4.16

MU% 55

Style 440 S.P.9.25 Cost 5.9

MU 36.2%

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT: \$115,341.40

DEPOSIT: -\$27,472.50

TOTAL APPLIED: \$87,888.90

BALANCE DUE: \$87,868.90

D 01001

### GARRIEL BROTHERS, INC.

55 Scott Avenue Marunalawn, WV 26508-8853 Telejikone: (304) 291-6965 Pax: (304) 292-3191

### **Purchase Order**

Vendor Original Order Date 3/23/06

### 100-0000122903 BM

Revision: 0

Vendor: 7294

GREAT WHITE BEAR AUR JEFF GREENBERG Fas: 212-391-1425 Pinter 212-391-1223

JUFF ORKENDERO

Ship To: Gabriel Brothers, Inc. Morgantown DC 55 Scott Ave.

Morganiown, WV 26508

Call Treffic Dept (304) 292-0884 ext 147 ORIGIN Point NET 30 DAYS Ship Date Collect Cancel Date Conties 4/03/08 4/10/08 JEFF GREENBERG MACO Style 5202-7204-1-0-0 Unīt Ext. 3000 JR PAMPAGE S/S TOPS Cost 00400018081244 Cost 78777. GATHERED BUST 1500 PC \$3,00 \$9,000,00 78776- SCOOP NK 1500 PC S COLOR PREPACKS 6202-7204-2-0-D 3000 JR RAMPAGE 5/8 TOPS 00400016081329 78778 SCOOP W LACE TRIM 1500 PC \$3,50 \$10,500.00 76981-V NK RUFFLE SL LACE TRIM 1500 PC 5 COLOR PRE PACKS \$19,500.00 All Cartons Must He Laboled With Item Description, P.O.F, Style & anti Color To Ship Complete, Cancel, Bro Fript To Shipping, Must Provide Confirmation of Shipment and Advancers Shipping Notices

VAII Labols WIII Be Intect PREMIX 127'S

CONTACT-JEFF

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Authorized Signature

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tundag Curtle's Aparlia, Micro as SKYWAYS	ray AM SERVICES (P) NEW DELHI	,	FRETERIT CO	LECT	
Agentia Milk Code 14-9-01		1	Master and :	59/418-12516458	·
MEN DELHI				Dieterst Manus Lecture Dieter	Palis in Gazana
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170 1678 01	1698		AGREED	SAID TO CONIA COTTON WOVEN I SAUZE TOP. INVOICE NO:TSI 2005 DATED:92 POS1495.STYEL	MOMEN S C/14// /04/2045
ELS INF. CHEE ENVELOP CONT IEC NO:03038	MLY DN AVL ( NING DEETS AT 2747 DISS,734	F ARBO AT	DEBITYONE	L/L NEIL 4200 DATED:19/04/20 TOTAL: GIV:612	100 100
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178 1698.0	Charina Callett			•	
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RESOURCING AME	RICA, INC.	PAGE	OF
ATTENTION: JOE DRAGO COMPANY: GREAT WHITE BEA		TE: 09/19/05 DM: AMIN	
FAX:	FAX	:011-9221-431-1907	
SHIPPING NOTICE	PLEASE BE ADVISED MERCHANDISE HAS I	THAT THE FOLLOWING BEEN SHIPPED .	
BUYER: GREAT WHITE BE	AR INC, RAM	<u>lC#</u> DP	
VENDOR: SHAHPUR APPAR	EL	PAKISTĄN ILC#	
VENDOR INVOICE# SA/RAI/285/05	BL/AWBL# ACLKHINYK-F248	CONTAINER# PRSU2315475	•
SHIPPING COMPANY CMA CONTAINER LINES	CONSOLIDATOR/FRT.FORWE	RDER VEN. INV.DATE SHIPD ON BOAR 08/30/05 09/01/05	D
FEEDER VESSEL VOYAGE CMA-CGM NILGAI- V-3335	DEPARTED FIRST PORT OF LO 09/01/05	DADING FIRST PORT OF LOADING KARACHI	
MOTHER SHIP VOYAGE INDAMEX COLORADO- V 5136	ETD SECOND PORT OF LOAD 19/07/05	ADING SECOND PORT OF LOADING NHAVA SHEVA	
ETA DESTINATION 09/28/05	ARRIVED DESTINATION NUMBER	<u>DEBIT NOTE#</u> KPD 4732	

. PO#	STYLE#	COLOR	SIZE	CARTONSPPK	DOZ.SHPD	LDP/DZ	EXTENTION
1578	17500	ASST	S-XL	420 1.50	630	\$93.00	\$58,590.00
				420CTNS	630	/DZ	\$58,590.00

S.P. 13,56 Cost 7.75 MU%57%

DOCUMENT FOLLOW UP											
INVOICEVISA 335	SHIPPING MEMO	DEBIT NOTE	<u> </u>								
PACKING LIST VISA	INSPECTION REPORT	VISA AWBL									
BL/AWBL VISA	INSPECTION CERTIFICATE	DATE SENT	V!A								
CERTIFICATE OF ORIGIN	SINGLE COUNTRY DECL.	SENT TO									
		· <del></del>	0 0 0								

01041

# RESOURCING AMERICA, INC.

. 954 EAST 7TH ST BROOKLYN NY 11280 TEL. 718-258-6588 INVOICE# KPD 4732

LC# DP BANK REF#:

BIII To:

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA Ship To:

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

CMA ACLKHINYK-F248

DEBIT NOTE# KPD 4732

STYLE#	DESCRIPTION	QTY.	Unit	LDP/DZ	EXTENSION
17500	1578LADIES WASHED TWILL JACKETS TWILL	630	Doz	444	
		000	002	\$93.00	\$58,590.00

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT:

\$58,590.00

DEPOSIT:

-\$10,000.00

TOTAL APPLIED:

\$48,590.00

BALANCE DUE:

\$48,590.00

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STYLE COLOR

PARTY

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SO. - 120

17500 ASSORTED MIDWEST 21x18.5x10 3

SIZES

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INVOICE NO. DESCRIPTION:

MARKS& NOS







Piot No. 80, Sector-24, Kortangi industrini Area, Kantoni-Panstan Tel : (영윤건1) 5067458, 5070152, 5055816 Fax : (영윤건1) 5067774 E-mail : shahabparel@cybar.net.pk

Head Office: 8-17, Cliften Garden FL-1, Biopk-3, Kehkashan Clifton, Karaohl. Tel: 4545431 Fex: 451 f907

PACKING LIST

SA/RAI/285/05 DATED: 30/08/2005. WHITE GREAT BEAR MIDWEST

#O.4

S,M,L,XL
ONTENT 18 PCS PER CTN
CTY
1.420 CTN
MADE IN PAKISTAN

SIZES & BREAKDOW PER CTN DOZ 420 8 SHAHPUR APPAREL PCS 7560 K N N 3278,000 GROSS WT KGS 4116,000 4116,000

THORISED SIGNATURE)

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NDIA.	•••	Other Reference (s)	TEN NO.08	81823317	<del>-</del>	1
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great white be	ar, llc	OCONCA SHIPPING				
1412 Broadway, 🔧		829 W 8TH STREE			•	٠,٠
SUITE 2010, NEW YOR	<b>K,</b>	AZU6A CA 91702.	•	•		
NY-10018,	•	ANGIE(626)650-020	2			
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Vessel/Flight No.	Port of Loading	LCNOL 820008 DATE FREIGHT : COLLECT	18.04.2006 E	XP.DATE 30/08/28	<b>106</b>	l '
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Port of Discharge	Place of Delivery	₹ · .		•	•	ŀ
OS ANGELES.	. USA.				,	
verks & Nou.	No.6Kind of Plags.	Description of goods	Clumity	Relo	Arrount	
<b># 108</b>	•	•	*			1
н	READYMADE GARMENTS	*	PIECES	RATEIN	TOTAL AMOUNT	
Jescription Gauze Ion	g sleeve spilt Y neck ambirolder	y@front body.		FOS / USD	FOB / USD	
1/2"width	elastic@lower ann &3lines elas	tic@sieeve opening.				
CUT	ton woven women's galizi	ETOP.	6120	4.50	27,840.00	
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STYLE # 10	<del>-</del> .				_	
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DTAL CHARGEABLE AMOU	Style	OUSAND FIVE HONDRED FO 108 F.O. 16.8% Dut	8. 4.5 /	50 = 54 9 0.P. 66	1.00 perd 1.07 1.00 Fight	Z -3.0 40.9

l.s.i.	ATTEN	SOURCIN( VTION: JOE DRA PANY: GREAT W FAX: INVALID	GO	RICA, INC.	DATE FROM	E: 08/24 1: IDA		PAGEOF_			
	SHIPPING NOTICE  PLEASE BE ADVISED THAT THE FOLLOWING MERCHANDISE HAS BEEN SHIPPED.  BUYER: GREAT WHITE BEAR INC, RAM										
	BUY	ER: GREAT W	HITE BE	AR INC, RAM			LC# L620036				
VENDOR: ZHEJIANG				TE IMP AND FY	P CO L	IONG					
		B INVOICE#			ר טט ר	IONG	1.LC# L021	1030-01			
	FHT05	_	<del>.                                      </del>	BL/AWBL#		00	NTAINER#				
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	Ol Warnin					L					
		IG COMPANY		CONSOLIDATOR/FR	<u>r.forwér</u> i	DER VEN	LINV.DATE SHIPD	ON BOARD			
	K-LINE	1		PACIFIC NET I	LOGISTICS		/23/05 <b>08/2</b> 3				
	FEEDER	R VESSEL VOYAGE		DEPARTED FIRST PORT OF LOADING  08/23/05  FIRST PORT OF LOADING  HONG, KONG							
	MOTIFIC	7.01.110.1.101.1.	DONG KONG								
		RSHIP VOYAGE O Bridge 2E	ETD SECOND PORT OF LOADING SECOND PORT OF LOADING								
	ETA DES	TINATION		ARRIVED DESTINATION DEBIT NOTE#							
	09/04/0			LOS ANGELES.	LIUN		T NOTE#				
_			<u> </u>			KPD	4728				
_	PO#	STYLE#	COLOR	SIZE	CARTONS	PPK D	OZSHPD LDP/DZ	EXTENTION			
	1616 1616	216 216	DENIM	11	50		50\$120.00	\$6,000.00			
	1616	216 216	DENIM	18	25	1.00	25\$120.00				
	1616	216	DENIM	3	25	1.00	25\$120.00	\$3,000.00			
	1616	216	DENIM	5	50		50\$120.00	\$6,008.00			
	1616	216	DENIM DENIM	7	75		75\$120.00	\$9,000.00			
	1615	218	DENIM	g S-13	75	1.00	75\$120.00	\$9,000.00			
-		·		0-13	300	1.00	300\$120.00	\$36,000.00			
		216-SP	14,75	Cost 10.	6000	CTNS	600 /DZ	\$72,000.00			

218-5.P.14.75 Cost 10. MU%-32.2%

20CUMENT FOLLOW UP		•	
INVOICE VISA 348 PACKING LIST VISA BL/AWBL VISA CERTIFICATE OF ORIGIN	SHIPPING MEMO UNSPECTION REPORT INSPECTION CERTIFICATE SINGLE COUNTRY DECL	DEBIT NOTE  VISA AWBL  DATE SENT VIA  SENT TO	
•		_	

### RESOURCING AMERICA, INC.

**BANK REF** L620036-01 TC# Te20038 WACKER KPD 4728

8888-888-817 JET BHOOKFAN NA 11530 954 EAST 7TH ST

- ASU ,81001 MEM JOHK' NJ 1450 BROADWAY, 25TH FLOOR GREAT WHITE BEAR INC :OI dids

ASU ,81001 NEM JOHK NJ HOOJE HTTER, YAWGAORE 0241 " GREAT WHITE BEAR INC

KL 0508121LGB01

<u>#18WA\18</u>

KPD 4728 DEBIT NOTE

EXTENSION	ZQ/dQ1	ЛиЦ	.אדם	Description	\$31YTS
00.000,8\$	\$120.00	ZOG	20	1616LADIES DEVIM JEANSDEVIM 10 OZ	918
00'000'8\$	\$120.00	ZOCI	52	1616LADIES DEVIM JEANSDEVIM 10 OZ	918
00.000,8\$	\$120,00	ZOQ	52	1616 ADIES DENIM JEANSDENIM 10 OZ	918
00-000'9\$	\$120.00	ZOG	09	1616LADIES DENIM JEANSDENIM 10 OZ	918
00'000'6\$	\$120.00	ZOŒ	ST	1616[ADIES DENIM JEANSDENIM 10 OZ	919
00.000,6\$	\$120.00	ZOG	94	1616LADIES DENIM JEANSDENIM 10 OZ	918
00'000'98\$	\$120.00	ZOG	300	HTIW SMABL MINDS SEIDALSTAIL	, 819

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W YORK

# RESOURCING AMERICA INC

ract no	Contract no Style no	Ctus no	Color	m	ς	7	6	11	13	Oties/carton	Nos of ctn	5 7 9 11 13 Oties/carton Nos of ctn TTL ques/ctn KGS	KGS	M
546	216	1-25	denim	12					┖	12	22	300	7.4	9
	216	26-75	denim		21					12	. 09	009	7.4	9.
	216	76-150	denim			7.7				12	92	006	7.4	9
	216	151-225	denim			Г	[2]	H	l	12	22	006	7.4	9
	216	226275	denim					12		12	20	009	7.4	ර
	216	276300	denim						12	12	22	300	7.4	ර
	218	1-300	denim	$\prod$	7	3	3	2	Ĭ	12	300	3600	8.3	7
						_	П	-						
			-							Total ctn	900	7200		
[AI, 22.4	CBM					DRA	X.	R	Ž	SRAEL DIS	COUNT BA	DRAWN FROM ISRAEL DISCOUNT BANK OF NEW YORK, NEW	YORK,	É
OSS WE	GROSS WEIGHT: 4710K	KGS				3	ö	L/C NO:L620036	836		DATBOF	DATE OF ISSUE:050715	•-	
TOTAL	NET WEIGHT - AlloKGS													

GROSS WEIGHT: 4710KGS
NBT WEIGHT: 4110KGS
SHIPPING MARK
MERVYNS
P/O#:
DPCI-ITEM#
STYLE#
COLOR LT DENIM
CASEPACK 12
COUNTRY OF ORIGIN HONGKONG
CARTON# OF
CARTON DIMENSION

4

01046

	RESOURCE ATTENTION: JOE COMPANY: GRE FAX:	CING AM	ERICA,		DATE: 0:	B/18/05		PAGEO	; F
	SHIPPING		MERC	CHANDIS	VISED THAT E HAS BEEN	THE FOLI	LOWING	7	
	BUYER: GREA VENDOR: ZHEJ				P CO ,PAKIS	TAN		620036 620038-01	
	VENDOR INVOICE# FHT05-15		<u>BL/AW</u> 050800	<u>BL#</u> 64LGB02		CONTAINE NYKU700			
	SHIPPING COMPANI NIPPON YUSEN I	KAISHA			r <u>forwerder</u> Ogistics	VEN. INV.D		IPD ON BOARD /15/95	
	FEEDER VESSEL V	<u>OYAGE</u>		D FIRST PO 5/15/05	RT OF LOADING		PORT OF	LOADING	
	MOTHER SHIP VOYA OOCL LONG BEA	<del>-</del>	ETD SEC	COND POR	FOF LOADING	SECONDI	PORT OF	LOADING	

PO#	STYLE#	COLOR	SIZE	CARTONSPPK DOZ	Z.SHPD	LDP/DZ	EXTENTION
1546	210	OFF WHITE	S-XL	299 1.00		\$67.20	\$20,092.80
				299 CTNS		/D7	\$20,002.00

ARRIVED DESTINATION

LOS ANGELES

**ETA DESTINATION** 

08/26/05

L.C. Mervyns Ed

**KPD 4724** 

**DOCUMENT FOLLOW UP** INVOICE VISA 639 SHIPPING MEMO DEBIT NOTE ---- PACKING LIST VISA INSPECTION REPORT VISA AWBL ----- BL/AWBL \_VISA INSPECTION CERTIFICATE DATE SENT --- CERTIFICATE OF ORIGIN SINGLE COUNTRY DECL. SENTTO

### RESOURCING AMERICA, INC.

954 EAST 7TH ST BROOKLYN NY 11230 TEL. 718-258-6588

INVOICE# KPD 4724

LC# L620036 BANK REF#: L620036-01

Bill To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

Ship To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

NYK 0508064LGB02

**DEBIT NOTE# KPD 4724** 

STYLE#	DESCRIPTION	QTY,	UNIT	LDP/DZ	EXTENSION
210	1548LADIES CAMISOLE TOP WITH LACE	299	Doz	\$67.20	\$20,092.80

Style 210 5.P. 9.25 Cost 5.60 MU% 39.4%

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC. SALES AMOUNT:

FREIGHT:

\$20,092.80

-\$4,018.56

TOTAL APPLIED:

\$16,074.24

BALANCE DUE:

\$16,074.24

# RESOURCING AMERICA INC

Ş	COD AT WILLIAM	0 4 C C C			¥C	X		PACKING LIST	Þ				
27/2	CINERAL WILLIAM BERAIK	T DEAK							invoice				
ESCRIP	DESCRIPTION: LADIES 100%	_	POLYTESTER WOVEN TOP	VEN 1	Õ								
				L		SIZE							
Contractno	Style no	Ctris no	Color	S	Σ	L XI	T	Oties/cartc	an Nos of can	Oties/carton Nos of can TTL ques/can KGS	KGS	KGS	CHNS
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						H	L				L		
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			•					Total ctn	288	3588			
OTAL II	.29CBM				Ω	RA	N FR	OM ISRAEL D	ISCOUNT B.	ANK OF NEW	YORK	NEW	ORK
KOSS W	<b>EIGHT: 2204.1</b>	00KGS			-4	Š	O:L62(	)036	DATEOF	L/C NO:L620036 DATE OF ISSUE:050715	'n		
TET WEIG	JET WEIGHT: 1196.100KGS	CGS											
HIPPING MARK	MARK												
<b>MERVYNS</b>	<b>F</b> A												
'O#;													
PCI-ITEM#	柳												
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SARTON# OF

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RESO	URCING AME	RICA. INC.			PAGEOF
	: JOE DRAGO		DATE: An	Intint	•
•	1	LD INO	DATE: 08		
	: GREAT WHITE BEA	iii inc	FROM: A	_	
FAX			FAX:011-9	221-431-1907	
SHIPP	MS NOTICE	PLEASE BE AD MERCHANDIS	-	•	ING .
BUYER:	GREAT WHITE BE	AR INC, RAM		LÇ	# DP
ENDOR:	SHAHPUR APPAR	EL,PAKISTAN	•	I.LC	£
ENDOR INV	CICE#	BL/AWBL#		CONTAINER#	
A/RAI/27		GWBLAX500		PONU183576	1.
HIPPING CO	DIMPANY	CONSOLIDATOR/FR	T.FORWERDER	VEN. INV.DATE	SHIPD ON BOARD
	INNERS LIMITED.	BUNKER		07/26/05	07/26/05
EEDER VE	SEL VOYAGE	DEPARTED FIRST PC	ORT OF LOADING	FIRST POR	T OF LOADING
IYUNDAI F	TURE 5327	07/27/05		KARACHI	
MOTHER SH	IP VOYAGE	ETD SECOND POR	T OF LOADING	SECOND PORT	OF LOADING
NYK PEGA	SUS 7194	08/07/05		SINGAPORE	
ETA DESTINA	ATION	ARRIVED DESTINA	TION	DEBIT NOTE#	
)8/28/05		LOS ANGELES		KPD 4714	
PO#	STYLE# COLO	R SIZE	CARTONSPPI	C DOZ.SHPD L	DP/DZ EXTENTION
1544	17500 OLIVE	<del></del>			104.00 \$32,240.00
1553	214 WH/T	S-XL		,	50.00 \$15,650.00
1585	243 WHITE	E S-XL	220 1	.00 220 \$	60.00 \$13,200.00
1550	432 KHAK	3-13	377 1	.00 377 \$	87.00 \$32,799.00
1581	446 WHITE	≣, S-XL	303 1	.00 303 \$	70.B0 \$21,452.40
214	5.P.9.25 Co	st 4.16	1,523CTN	1,523 /	DZ \$115,341.40
	MU% 55	0/	. 1	leruyns	Assted
Ilma	ľ	( neur	1 B	10.0/	( <u> </u>
432-	SP 1075 Coe	#7.25 w/6	narles	1. 1	0129
	Mu. 33%			Assted	Solid
a.la	5.P9.25 G	ation Perti	ormance		Color
243 -		,		~ 1-	~ (JJ)
DOCUMENT	MUZ4592 FOLLOW UP	Styleyy	6-5.P.11.00	0 (0845.1 146.3	70
_ INVOICE	VISA 341	SHIPPING MEMO	· / 147	BIT NOTE	
— PACKING LI		INSPECTION REP		SA AWBL	
- BL/AWBL	VISA	INSPECTION CER		ATE SENT	VIA
— CERTIFICAT	E OF ORIGIN	SINGLE COUNTRY	DECL SE	ENT TO	
			,	£	01050

### RESOURCING AMERICA, INC.

154 EAST 7TH ST \$ROOKLYN NY 11230 EL 718-258-6588 INVOICE# KPD 4714

LC# DP BANK BEF#:

ill To:

3REAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA Ship To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

P&O GWBLAX500

DEBIT NOTE#

KPD 4714

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
7500	1544LADIES WASHED TWILL JACKETS TWILLS OZ	310	Doz	\$104.00	\$32,240.00
14	1553LADIES 100% COTTON KNIT TOP WITH SATIN	313	Doz	\$50.00	\$15,650.00
43	1585LADIES KNIT POLO INTERLOCK	220	Doz	\$60.00	\$13,200.00
32	1550LADIES 100% COTTON KNIT-TOP WITH SATIN	377	Doz	\$87.00	\$32,799.00
46	1581LADIES POPLIN TOP POPLIN	303	Doz	\$70.80	\$21,452.40

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT: \$115,341.40

DEPOSIT: -\$27,472.50

TOTAL APPLIED: \$87,868.90

BALANCE DUE: \$87,868.90

P 11151

(AUTHORISED SIGNATURE)

PACKEND LIST	SAVEAUZTENE DATED: 26407/2005.	100% COTTON LACHES WANT TOPS	100% COTTON MENTINGS	100% COTTOM TWILL PANTS	95% COTTON 5% BRANDEX STRETCH POPLIN SHRTIS
	INVOICE NO.	DESCRIPTION.	ALEXANDER PLOM:		

189 % COTT. TWAIT. LONG SLEEVE LADIES WOVEN JACKETS
GREAT WHITE BEAR
MERVYNS
P O # 1553, 1585, 1581,1544,1559
STYLE: 214, 243, 446, 17500,432
STYLE: 214, 243, 446, 17500,432
STES: S.M.L.M. SZ 3 TO SZ 13
CONTENT 12 PC\$ PER CTN
QTY 1-1628 GTN

2523 900 1032,990 748,000 4524 MADE IN PAGGTAN KZZS & BREAKDORM 432 KHAK, 147-1523

01052

### (\_\_\_\_\_ **....** PAGE\_\_OF RESOURCING AMERICA, INC. . ATTENTION: JOE DRAGO DATE: 08/05/05 COMPANY: GREAT WHITE BEAR INC FROM: AMIN FAX: FAX:011-9221-431-1907 PLEASE BE ADVISED THAT THE FOLLOWING SHIPPING NOTICE MERCHANDISE HAS BEEN SHIPPED. BUYER: GREAT WHITE BEAR INC. RAM LC# DP VENDOR: SHAHPUR APPAREL, PAKISTAN T.LC# **VENDOR INVOICE#** BL/AWBL# CONTAINER# SA/RAI/276/05 **GWBLAX500** PONU1835761 SHIPPING COMPANY CONSOLIDATOR/FRT.FORWERDER VEN. INV.DATE SHIPD ON BOARD P&O CONTIANERS LIMITED. BUNKER 07/26/05 07/26/05 FEEDER VESSEL VOYAGE DEPARTED FIRST PORT OF LOADING FIRST PORT OF LOADING **HYUNDAI FUTURE 5327** 07/27/05 **KARACHI** MOTHER SHIP VOYAGE ETD SECOND PORT OF LOADING SECOND PORT OF LOADING **NYK PEGASUS 7194** 08/07/05 SINGAPORE **ETA DESTINATION** ARRIVED DESTINATION **DEBIT NOTE#** 08/28/05 LOS ANGELES **KPD 4714**

1581	446	WHITE	S-XL	303 1.0	0 303 \$70.8	\$21,452.40
4 2 2 4		14 m priming	O 1/1	565		
1550	432	KHAKI '	<b>3</b> -13	377 1.0	0 377 \$87.0	9 \$32,799.00
1585	243√	WHITE	S-XL	220 1.0	0 220 \$60.0	10 \$13,200.00
1553	214 /	WHITE	S-XL	313 1.0	0 313 \$50.0	\$15,650.00
1544	17500 🗸	OLIVE	S-XL	310 1.0	0 310\$104.0	\$32,240.00
PO#	STYLE#	<u> OÖLOR</u>	SIZE	CARTONSPPK	DOZ.SHPD LDP/D	Z EXTENTION

1,523 CTNS 1,523 /DZ \$115,341.40

DOCUMENT FOLLOW UP		
INVOICE VISA 341	SHIPPING MEMO	DEBIT NOTE
PACKING LIST VISA	INSPECTION REPORT	VISA AWBL
BL/AWBLVISA	INSPECTION CERTIFICATE	DATE SENT VIA
CERTIFICATE OF ORIGIN	SINGLE COUNTRY DECL	SENT TO

<u> </u>	RESOURCING ATTENTION: JOE DRAG COMPANY: GREAT WI		PAGEOF  DATE: 07/12/05  FROM: AMIN
	FAX: INVALID		FAX:011-9221-431-1907
	SHIPPING NO	TICE PLEASE BE ADVI MERCHANDISE H	SED THAT THE FOLLOWING IAS BEEN SHIPPED .
	BUYER: GREAT W	HITE BEAR INC, RAM	LC# DP
	VENDOR: SHAHPUR	APPAREL, PAKISTAN	I.LC#
	VENDOR INVOICE# SA/RAI/271/05	<u>BL/AWBL#</u> 999-8209-7035	CONTAINER#
	SHIPPING COMPANY AIR CHINA	<u>Consolidator/Frt.fc</u> Pakistan Cargo	DRWERDER VEN. INV.DATE SHIPD ON BOARD 07/11/05 07/14/05
	FEEDER VESSEL VOYAGE CA-946	DEPARTED FIRST PORT 07/14/05	OF LOADING FIRST PORT OF LOADING KARACHI
	MOTHER SHIP VOYAGE CA-941	ETD SECOND PORT OF 07/24/05	FLOADING SECOND PORT OF LOADING BEIJING
	ETA DESTINATION 07/24/05	<u>Arrived Destinatio</u> Los <b>Ang</b> eles	N DEBIT NOTE# KPD 4692
	PO# STYLE# 1519 221		ARTONSPPK DOZSHPD LDP/DZ EXTENTION
		S.P9.25 Coot- MU%-55, WWW!	40 CTNS 200 \$50.00 \$10,000.00 4.16  QUA WIRE 10,000.00 7/28/05

DOCUMENT FOLLOW UP		•
INVOICEVISA 338PACKING LISTVISA BL/AWBLVISA CERTIFICATE OF ORIGIN	SHIPPING MEMO INSPECTION REPORT INSPECTION CERTIFICATE SINGLE COUNTRY DECL	DEBIT NOTE  VISA AWBL  DATE SENT VIA  SENT TO

# RESOURCING AMERICA, INC.

954 EAST 7TH ST BROOKLYN NY 11230 TEL, 718-258-6588 INVOICE# KPD 4692

LC# DP

Bill To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA Ship To:
GREAT WHITE BEAR INC

1450 BROADWAY , 25TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

CA 999-8209-7035

DEBIT NOTE# KPD 4692

STYLE#	DESCRIPTION	QTY.	Unit	LDP/DZ	EXTENSION
221	1519LADIES 2X2 RIB TANK TOP WITH LACE 2X2	200	Doz	\$50.00	\$10,000.00

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT:

\$10,000.00

DEPOSIT:

TOTAL APPLIED:

\$10,000.00

BALANCE DUE:

\$10,000.00

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INVOICE VISA 639 PACKING LIST VISA BL/AWBL VISA CERTIFICATE OF ORIGIN	SHIPPING MEMO INSPECTION REPORT INSPECTION CERTIFICATE SINGLE COUNTRY DECL	DEBIT NOTE  VISA AWBL  DATE SENT VIA  SENT TO
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# RESOURCING AMERICA, INC.

954 EAST 7TH ST BROOKLYN NY 11230 TEL 718-258-6588 INVOICE# KPD 4676

LC# DP BANK REF#:

Bill To:

GREAT WHITE BEAR INC 1460 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA Ship To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

**BL/AWBL#** 

KL KKLUSH8012818

DEBIT NOTE# KPD 4676

STYLE# .	DESCRIPTION			LDP/DZ	5
105		QTY.	UNIT	LUPIUZ	EXTENSION
108	1513LADIES DENIM JEANS WITH RHINESTONES	299	Doz	\$91.00	\$27,209.00
111	1512LADIES POLAR FLEECE TOPS DENIM10 OZ	350.66	Doz	<b>\$04.00</b>	,
				\$91.00	\$31,910.06

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT:

\$59,119.06

DEPOSIT:

-\$59,119.06

TOTAL APPLIED:

\$0.00

BALANCE DUE:

\$0.00

P ninta

<u> </u>		
		RESOURCING AMERICA, INC.
		ATTENTION: JOE DRAGO DATE: 06/20/05
		COMPANY: GREAT WHITE BEAR INC FROM: IDA
		FAX: FAX:011-9221-431-1907
		SHIPPING NOTICE  PLEASE BE ADVISED THAT THE FOLLOWING MERCHANDISE HAS BEEN SHIPPED.
		BUYER: GREAT WHITE BEAR INC, RAM LC# DP
		VENDOR: ALLIED GLORY ENTERPRISE LTD , PAKISTAN I.LC#
		VENDOS INDICIONA
		Note
		KAT 0 3 0 3 1 5 3
		SHIPPING COMPANY CONSOLIDATOR/FRT.FORWERDER VEN. INV.DATE SHIPD ON BOARD
		K-LINE PACNET LOGISTICS 06/17/05 06/11/05
		FEEDER VESSEL VOYAGE  DEPARTED FIRST PORT OF LOADING  06/12/05  FIRST PORT OF LOADING  SHANGHAI
		MOTHER SHIP VOYAGE ETD SECOND PORT OF LOADING SECOND PORT OF LOADING CHESAPEAKE BAY BRIDGE 8E
		ETA DESTINATION ARRIVED DESTINATION DEBIT NOTE#  06/23/05 LOS ANGELES KPD 4676
		PO# STYLE# COLOR SIZE CARTONSPPK DOZ.SHPD LDP/DZ EXTENTION
		1513 105 TURQ 3-13 299 1.00 299 \$91.00 \$27,209.00
	•	1512 111 DENIM 3-13 351 1.00 350.66 \$91.00 \$31,910.06
		Gord 650CTNS 649.66 /DZ \$59,119.06
		Style Mervyns S.P. 11.00 Cost. 7.58
		MU% 31%
	<u>. I</u>	Style III S.P. 1450 Cost 7.58  Denim Mu % 47.7%  DOCUMENT FOLLOW UP
		INVOICEVISA 639SHIPPING MEMO DEBIT NOTE
	_	PACKING LIST VISA INSPECTION REPORT VISA AWBL
	_	BUAWBL VISA INSPECTION CERTIFICATE DATE SENT VIA SINGLE COUNTRY DECL SENT TO
	_	— CERTIFICATE OF ORIGINSINGLE COUNTRY DECL SENT TO

### RESOURCING AMERICA, INC.

954 EAST 7TH ST BROOKLYN NY 11230 TEL. 718-258-6588 INVOICE# KPD 4676

LC# DP BANK REF#:

Bill To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA Ship To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

KL KKLUSH8012518

DEBIT NOTE#

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
105	1513LADIES DENIM JEANS WITH RHINESTONES	299	Doz	\$91.00	\$27,209.00
111	1512LADIES POLAR FLEECE TOPS DENIM10 OZ	350.6 <b>6</b>	Doz	\$91.00	\$31,910.06

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT:

\$59,119.06

DEPOSIT:

-\$59,119.06

TOTAL APPLIED:

\$0.00

BALANCE DUE:

\$0.00

P ningo

# RESOURCING AMERICA, INC.

954 EAST 7TH ST BROOKLYN NY 11290 TEL 718-258-6588

. .

INVOICE# KPD 4719

LC# L 620036 BANK REF#: L 620036-01

BIII TO: GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA

Ship To: GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

NYK 0507185LGB01

DEBIT NOTE# KPD 4719

STYLE#	DESCRIPTION	QTY.	Unit	LDP/DZ	EXTENSION
1123	1547LADIES DENIM JEANS DENIM 10 OZ STRETCH	207	Doz	\$106.60	\$22,066,20
241	1548LADIES DENIM JEANS DENIM 10 OZ STRETCH	81	Doz	\$106.60	\$8,634.60

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT:

\$30,700.80

DEPOSIT:

-\$6,140.00

TOTAL APPLIED:

\$24,560.80

BALANCE DUE:

\$24,560.80

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DRAWN FROM ISRAEL DISCOUNT BANK OF NEW YORK, NEW YORK L/C NO:L620036 DATE OF ISSUE:050715

DATE OF ISSUE:050715

GROSS WEIGHT: 2204.100KGS NET WEIGHT: 1916.100KGS

SHIPPING MARK

MERVYNS

₩0/:

TOTAL 11.526CBM

# 浙江富豪特进出口有限公司 ZHEJIANG FUHAOTE IMP&EXP CO.1

					ı								nate:	Date: 4-Aug US
				<del>]-1-(</del>	V	K	Z	U	PACKING LIST					
W/S	RESOURCING AMERIC BROOKLYN, NY 11230	G AMERICA NY 11230	RESOURCING AMERICA, INC. 954 EAST 7TH ST. BROOKLYN, NY 11230	TH S.	ц,		•	•				M	oice:	Invoice: FHT05-22
DESCRIPT	TON: LADIN	ES 98% CC	DESCRIPTION: LADIES 98% COTTON 2% SPANDEX WOVEN PANTS	EX W	.0VI	Z.	ANT	700						
						SIZE	H					Γ		
Contractno	Š	Cins no	Color	3	2	-	6	133	Oties/carton	Nos of ctn	TTL aties/ctn	KGS	KGS	SNL
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COUNTRY OF ORIGIN HONGKONG

COLOR LT DENIM

OPCI-ITEM#

SIYLE#

CASEPACK 12

CARTON DIMENSION

CARTON# OF

46 H 15

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### MESOURCING AMERICA, INC.

954 EAST 7TH ST BROOKLYN NY 11230 TEL 718-258-6588 INVOICE# KPD 4724

LC# L620036 BANK REF#: L620036-01

Bill To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA Ship To:

GREAT WHITE BEAR INC 1450 BROADWAY, 25TH FLOOR NEW YORK, NY 10018, USA

BL/AW8L#

NYK 0508064LGB02

DEBIT NOTE# KPD 4724

STYLE#	DESCRIPTION	QTY.	Unit	LDP/DZ	EXTENSION
210	1546LADIES CAMISOLE TOP WITH LACE	299	Doz	\$67.20	\$20,092.80

Style 210 S.P. 9.25 Cost 5.60 Mu739.5%

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT:

\$20,092.80

DEPOSIT:

-\$4,018.56

TOTAL APPLIED:

\$16,074.24

BALANCE DUE:

\$16,074.24

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•		, 12/18/2005 15:28 FAX: 212 BB2 7718 ISBAEL DISCOUNT BANK NY 2001/002
		ELI PIPER AVENUE, NEW YORK, NY 10017-6997 O.D. Chapul
		Dr. markle will be
		ARRIVAL OF DOCUMENTS
		L/C NUMBER: L620058 DRAWING NUMBER: 005 DECEMBER 16, 2005
		APPLICANT:  GREAT WHITE BEAR, LLC  1412 BECADWAY  SUITE 2010  NEW YORK, N.Y. 10018  ACCOUNT PARTY:  12-19-05.  1412 BECADWAY  SUITE 2010  NEW YORK, N.Y. 10018  NEW YORK, N.Y. 10018
		PRESENTING BANK: HEAC BANK USA TRADE SERVICES OPERATIONS 4E2 PIFTH AVERUE - 14TH VICOR BROOKLYN, NY 11230 HEN YORK, N.Y. 10018
		COVER LETTER DATE: DECEMBER 14, 2005 REFERENCE NUMBER: BECMINGS8900TRF DRAWING AMOUNT: USD 48,840.00
		TENOR: SIGHT
		FOLLOWING DOCUMENTS TO BE DELIVERED AGAINST:  (X) PAYMENT () ACCEPTANCE  CONTENTAL INVOICE 2  CUSTOMS INVOICE 1  VISAED INV  AIRMAY BILL 1C  VACKING LIST 1  We will debit
	•	COVERING RESCHANDISE: Mou 12/19/00
		SRIPHRITS: FRON: HONG KONG TO :LOS ANGELES EL/ANB/CR/DO: 618HR3 14578782 BL/ANB DATE : 120805 VIA BY AIR X
		DISCREPANCIES: ATR PELEAR ISCUED ROO4177 USD48840.00
		4++BED OF HOLICE+++
		PAX TO: CHERYL FROM : SUADA CAUSEVIC 551 8598
		PLEASE PROVIDE US WITH YOUR PROMPT INSTRUCTIONS.
		I.D. 220 407.812:34:32

### COMMERCIAL INVOICE

RESOURCING AMERICA, INC.

INVOICE KPD 4760

964 EAST 7TH ST BROOKLYN NY 11290 TEL 718-258-6586

LOS (1820064 BANK HEEM (1820058-01

BIL To:

GREAT WHITE BEAR INC 1412 BROADWAY, 18TH FLOOR NEW YORK, NY 10018, USA SHIP TO: GREAT WHITE BEAR INC 1412 BROADWAY, 18TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

8 G 618 1457 8782

DEBIT NOTES

 STYLEF
 DESCRIPTION
 CTY.
 UNIT
 LDP/DZ
 EXTENSION

 708
 LADIES SELTED CAPRIST SATEEN
 \$70
 Doz
 \$132.00
 \$48,840,00

PLEASE RENT PROCEEDS TO: RESOURCING AMERICA . INC. SALES AMOUNT:

\* \$48,840.00

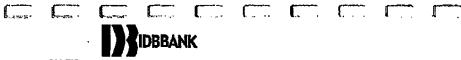
DESCRIT

TOTAL APPLIED:

\$42,840,00

BALANCE DUE:

\$48,840.00



511 FIFTH AVENUE, NEW YORK, NY 10017-4997

### ARRIVAL OF DOCUMENTS

L/C NUMBER: L620058 DRAWING NUMBER: 005 DECEMBER 16, 2005 SEARTURE TO THE TERM TO THE TRANSPORT TO THE TRANSPORT TO THE TRANSPORT TO THE TRANSPORT TO THE TRANSPORT TO T

APPLICANT:

GREAT WHITE BEAR, LLC

SUITE 2010

NEW YORK, N.Y. 10018

GREAT WHITE BEAR, LLC 1412 BROADWAY 1412 BROADWAY

SUITE 2010 NEW YORK, N.Y. 10018

ACCOUNT PARTY:

다큐마보쿠 타뉴 등 3 선생님 농산 보고 도부 보고 모다 다른 취 지원 전 모르는 유용한 프리 등 교육된 만드는 그 전 등 은 우슨 등 모르는 유명을 된 도 속 수 있는 PRESENTING BANK: BENEFICIARY:

HSBC BANK USA

TRADE SERVICES OPERATIONS 452 FIFTH AVENUE - 14TH FLOOR BROOKLYN, NY 11230

NEW YORK, N.Y. 10018

RESOURCING AMERICA, INC.

954 EAST 7TH ST.

COVER LETTER DATE: DECEMBER 14, 2005 REFERENCE NUMBER : BPCMTN658900TRF

> DRAWING AMOUNT: USD 48,840.00

TENOR: SIGHT

FOLLOWING DOCUMENTS TO BE DELIVERED AGAINST:

(X) PAYMENT ( ) ACCEPTANCE

COMMERCIAL INVOICE 2 CUSTOMS INVOICE

VISAED INV AIRWAY BILL 10

1. PACKING LIST

Cheryl Dir Release We will debit MON 12/19/00

COVERING MERCHANDISE: 370 DOZ LADIES CAPRI

SHIPMENTS: FROM: HONG KONG TO :LOS ANGELES

BL/AWB/CR/DO:618HKG 14578782

BL/AWB DATE :120805 VIA BY AIR X

DISCREPANCIES:

AIR RELEASE ISSUED R004177 USD48840.00

\*\*\*END OF NOTICE\*\*\*

FAX TO:

CHERYL

FROM : SUADA CAUSEVIC

551 8598

PLEASE PROVIDE US WITH YOUR PROMPT INSTRUCTIONS.

I.D. 220 @OL@12:34:32

P 01083

### **COMMERCIAL INVOICE**

### RESOURCING AMERICA, INC.

954 EAST 7TH ST BROOKLYN NY 11230 • TEL. 718-258-6588

Caraco Carator

INVOICE# KPD 4760

LC# L620058 BANK BEF#: L620058-01

Bill To:

- ----

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA Ship To:

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

SQ 618 1457 8782

DEBIT NOTE#

**KPD 4760** 

STYLE#	DESCRIPTION	QTY.	Unit	LDP/DZ	EXTENSION
706	LADIES BELTED CAPRI ST SATEEN	370	Doz	\$132.00	\$48,840.00

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA . INC.

SALES AMOUNT:

\$48,840.00

DEPOSIT:

TOTAL APPLIED:

\$48,840.00

BALANCE DUE:

\$48,840.00

P 01084

### **COMMERCIAL INVOICE**

# RESOURCING AMERICA, INC.

954 EAST 7TH ST BROOKLYN NY 11230 TEL 718-258-6588 INVOICE# KPD 4760

LC# L620058 BANK REF#: L620058-01

Bill To:

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA Ship To:

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

SQ 618 1457 8782

DEBIT NOTE#
KPD 4760

STYLE# 706	DESCRIPTION	QTY.	Unit	LDP/DZ	EXTENSION	
700	LADIES BELTED CAPRI ST SATEEN	370	Doz	\$132.00	840.040.00	
	<del></del>			4132.00	\$48,840.00	

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT:

\$48,840.00

DEPOSIT:

TOTAL APPLIED:

\$48,840.00

BALANCE DUE:

\$48,840.00

D 01085

### **CUSTOMS INVOICE**

### RESOURCING AMERICA, INC.

**{**.....

954 EAST 7TH ST BROOKLYN NY 11230 TEL 718-258-6588

INVOICE# KPD 4760

[\_\_\_\_\_

LC# L620058 BANK REF#: L620058-01

Bill To:

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA Ship To:

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA

BL/AWBL#

SQ 618 1457 8782

DEBIT NOTE#

KPD 4760

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
706	LADIES BELTED CAPRI ST SATEEN	370	Doz	\$132.00	\$48,840.00

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT:

\$48,840.00

DEPOSIT:

TOTAL APPLIED:

\$48,840.00

BALANCE DUE:

\$48,840.00

Ø

01086



# RESOURCING AMERICA, INC.

954 EAST 7TH ST BROOKLYN NY 11230 TEL 718-258-6588 INVOICE# KPD 4760

LC# L620058 BANK REF#: L620058-01

BIII To:

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA Ship To:

GREAT WHITE BEAR INC 1412 BROADWAY, 16TH FLOOR NEW YORK, NY 10018, USA

**BL/AWBL#** 

SQ 618 1457 8782

DEBIT NOTE# KPD 4760

STYLE#	DESCRIPTION				The same and the s
700		QTY.	ÜNIT	LDP/DZ	EXTENSION
706	LADIES BELTED CAPRI ST SATEEN			····	
		370	Doz	\$132.00	\$48.840.00
				7.72.00	##O.O4U (7)

PLEASE REMIT PROCEEDS TO: RESOURCING AMERICA, INC.

SALES AMOUNT:

\$48,840.00

DEPOSIT:

TOTAL APPLIED:

\$48,840.00

BALANCE DUE:

\$48,840.00

P 01087

₹ 01088

# 佢 国际外贸有限公

ENZHOU INTERNATIONAL TRADE CO.,LTD DD:5/H(NORTH) TOBACCO BUILDING STATION AVENUE WENZHOU CHINA

TRL::0086-577-88399001

RESOURCING-AMERICA, INC. 954 BAST 7TH ST. BROOKLYN, NY 11230

PACKING LIST

Invoice: WT05A8376

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MEASURES /CINS

Total ctn

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Filed 06/23/2008

Page 2 of 51

Case 2:06-cv-13358-RMB-FM Document 68-8

Defendant.

## FINAL EXPERT REPORT OF STEPHEN J. RANKEL, C.P.A.

PART 2 OF 2

## **EXHIBIT 2 TO THE FINAL EXPERT** REPORT OF STEPHEN J. RANKEL, C.P.A.

Page 76

### Marianna Fundator

had?

1 . .

- A. Correct.
- Q. I have a few follow-up questions
- just to break down the checks again for the
- 6 money that was paid by Great White Bear. Let me
- just so we can get this in a clean manner. In
- that June 9, 2006 termination agreement, the
- unpaid royalty amount was 330,000; is that
- 10 correct?
- <sup>11</sup> A. Yes.
- Q. Iconix was going to allow Great
- White Bear to pay only 260,000 of that 330
- thousand; is that correct?
- MR. BYLER: Objection to the form
- of the question.
- A. Yes.
- MR. BYLER: That's an agreement.
- Q. I will start over then. Under the
- <sup>20</sup> agreement dated June 9, 2006, unpaid royalties
- totalled 330,000; is that correct?
- Range A. Yes.
- Q. Great White Bear was to pay 260,000
- of that 330,000?
- <sup>25</sup> A. Correct.

#### Page 77 Marianna Fundator Great White Bear therefore was being 0. 3 forgiven \$70,000? Α. Correct. MR. BYLER: Objection to the form of the question. 7 Out of that 260,000, Great White Q. 8 Bear made two payments of 65,000; is that correct? 10 Α. Yes. 11 Then they made an additional payment Q. 12 of 20,000? 13 Α. Yes. 14 That totalled \$150,000? Q. 15 Α. Yes. Eventually, Great White Bear made a Q. 17 final payment, an additional final payment of 18 \$66,666.66? 19 Α. Yes. 20 That totals \$216,666.66; is that 0. 21 correct? 22 Α. Yes. 23 Therefore, Great White Bear did not Q. have to pay \$45,333.34; is that correct? 24 25 . MR. BYLER: Objection to the form

į	Page 78
1 . 1	Marianna Fundator
2	of the question.
3	A. Yes.
4	Q. That number equals the difference
5	between 260 and the 216,000 payment?
6	A. Yes.
7	Q. Therefore in total, if we include
8	the 70,000 that was originally agreed to by both
9	parties, Great White Bear and Iconix, to be
10	forgiven \$70,000 on the original agreements,
11	plus the additional forgiveness of \$45,333.34,
12	Iconix agreed to permit Great White Bear to not
13	pay \$115,333.34; is that correct?
14	A. Yes.
15	Q. Are you familiar with gross profit
16	reads?
17	A. No.
18	MS. FLEISHMAN: That's all I have
19	for right now, but I reserve any
20	redirect.
21	MR. BYLER: I have a few
22	questions.
23	MS. STEHR: Sorry, I have to make
24	a quick phone call.
25	MR. BYLER: Do you want to take a

 <u>(                                    </u>	<u></u>	(	<u>C</u>		£	(	<b>(</b>	<u>[</u> ,	ſ	
						1112.144	ITIE L	i cen si	<u>_</u>	

#### FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (AAmendment@) is made
and entered into as of the 1st day of March, 2005, by and between RAMPAGE LICENSING
LLC, a California Limited Liability Company (ALicensor®) and GREAT WHITE
BEAR, a New Jersey Limited Liability Company (ALicensee®)

#### RECIPALS

- A. Licensor and Licensee have heretofore entered into a certain License Agreement dated December 17, 2004 (the AAgreement e), pursuant to which Licensor granted to Licensee the exclusive right, within a specified geographic territory, to manufacture, sell and distribute certain merchandise bearing Licensor's trademarks.
  - B. The parties desire to amend the Agreement as provided herein.
- C. Capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement, unless otherwise noted.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties agree as follows:

- 1. In addition to the rights and obligations set forth in the Agreement, and subject to Paragraph 9 herein, Licensee shall be permitted to distribute the products listed below under the "R-Rampage Clothing Company" label (see Exhibit A attached hereto) to Mervyns (the "Mervyns Products") for an 18 month term commencing on May 1, 2005 and expiring October 31, 2006 (the "Mervyns License"). (A copy of the approved hang tag is annexed as Exhibit B). Except to the extent specified herein, the Mervyns License shall otherwise be subject to the provisions of the Agreement in all respects.
  - (i) The Mervyns Products shall consist of woven bottoms, woven knits, and knit tops, to be manufactured on a seasonal basis.
    - (ii) Utilizing Licensor's 2004 designs, Licensor shall provide design specifications to Licensee on a seasonal basis for: two (2) woven bottoms, five (5) woven knits, and five (5) knit tops.



- Licensee shall commence production and distribution of the Mervyns Products on 3. or before May 1, 2005.
- .... 4. With regard to the Mervyns License, the following shall apply (in addition to what is otherwise provided for in the Agreement as to Licensee's separate and distinct obligations in terms of the Merchandise listed in Agreement Exhibit B as amended).
  - (i) The Royalty Rate per Article 3(a) relative to the Mervyns License shall be six percent (6%) and payable by Licensee in the manner provided for in the
  - (ii) The Advertising Royalty per Article 7(e)(iii) relative to the Mervyns License shall be two percent (2%) calculated in the same manner as provided in the Agreement and payable by Licensee as provided for therein. The Guaranteed Minimum Advertising Royalty ("GMAR") shall be payable in advance in equal installments concurrently with the GMRP, as listed below.
  - (iii) The Minimum Net Sales Requirement for the term of the Mervyns License shall be \$5,000,000.00.
  - (iv) The GMRP for the term of the Mervyns License shall be \$300,000.00, payable in six (6) quarterly installments as follows:

<u>Dates</u>	GMRP	GMAR
June 1, 2005	\$50,000.00	\$0
July 1, 2005	\$50,000.00	\$20,000.00
October 1, 2005	\$50,000.00	\$20,000.00
January 1, 2006	\$50,000.00	\$20,000.00
April 1, 2006	\$50,000.00	\$20,000.00
July 1, 2006	\$50,000.00	\$20,000.00

Licensee shall immediately advise Mervyns in writing that it (Mervyns) is not 5. permitted to advertise or utilize the name "Rampage" (including, but not limited to the label and hang tag referenced in Paragraph 1) either through its in-store advertising or via outside publications in any form other than that provided by Licensor. Licensee shall use its best efforts to police and monitor Mervyns compliance with this advertising restriction. In addition to the foregoing, and prior to execution of this Amendment, Licensee shall provide Licensor with an executed agreement from Mervyns, whereby Mervyns shall stipulate that during the term of the Mervyns License they will not utilize the "R-Clothing Company/Rampage" label and logo except to the extent otherwise approved by Licensor, including but not limited to, the form, font, format, and/or size of same as attached hereto. This agreement to be signed by Mervyns shall be in a form approved in advance by Licensor, such approval not to be unreasonably withheld.

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- 6. Notwithstanding anything contained herein to the contrary, a termination of the Agreement shall result in a contemporaneous termination of the Mervyns License granted herein. Among other things, and except to the extent indicated in Paragraph 5 above, the termination provision of Agreement Article 11 shall apply to the respective rights and obligations of the parties set forth in this Amendment.
  - In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**ALICENSOR®** 

ALICENSEE

GREAT WHITE BEAR

Jersey Limited Liability Company

RAMPAGE LICENSING LLC, a California Limited Liability Company

Ву

Its.

112815-1

By Telefax - (212) 391-1425

and Overnight Mail

February 2, 2006

Mr. Daniel J. Fodiman Great White Bear President 1412 Broadway, 25th Floor New York, NY 10018

> License Agreement between IP Holdings LLC (by assignment from Rampage Licensing, LLC) and Great White Bear LLC, dated December 17, 2004 as amended by First Amendment to License Agreement dated March 1, 2005 (the "License Agreement")

Dear Mr. Fodiman:

We are writing to you on behalf of IP Holdings LLC ("IP Holdings"),

This letter is to advise you that you are in default of your obligations under certain provisions of the License Agreement, including, without limitation, your obligation to pay GMRP and GMAP payments due on January 1, 2006 - in the aggregate amount of \$102,500.00 (the "Payments").

Your failure to make the Payments constitutes Events of Default under the License Agreement pursuant to Paragraph 11(b)(i) thereof.

Further, also under Paragraph 11(b), if the Payments (plus interest as specified) are not received within 10 days from the date of this letter, your rights under the License Agreement will terminate without further notice. In addition, all remaining payments due under the License Agreement shall accelerate and become due and payable immediately.

This letter shall serve as notice of the foregoing default under the License Agreement.

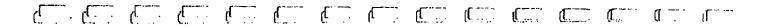


Auterwear—\$14,584.46 (based on credit); \$10,000(advert.)
Mervyns — \$50,000(execution payment); \$50,000 (myalty) & \$20,000 (advert.)

1250 13m3747m3 1001250P 402500928R GREAT WHITE BEAR, LLC 1412 BROADWAY SUITE 1804 NEW YORK, NY 10018



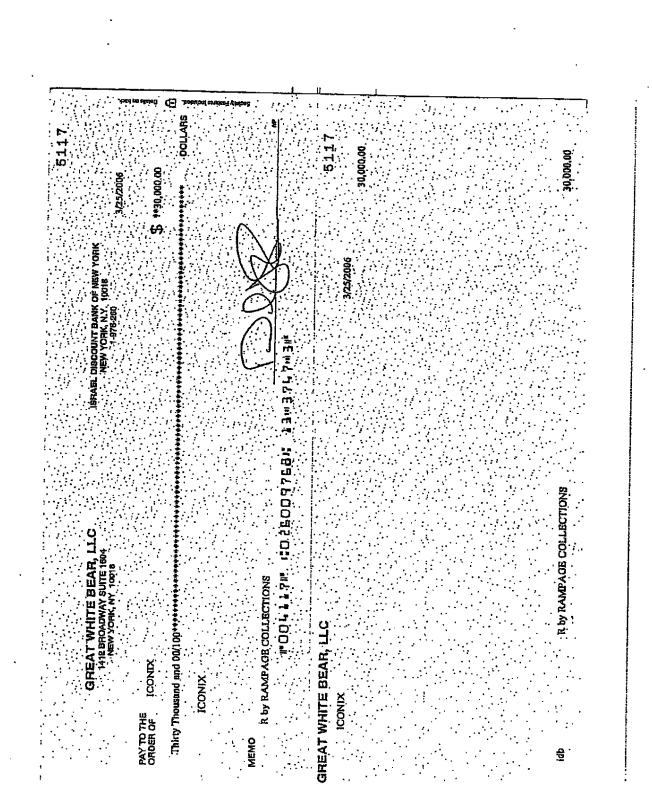
	Mervyns
IN IDBRANK  In act Discount Bank of New York  1350 Browdowdy, New York, NY 10018  FOR WON IN COUNTY BANK	1265  DATE 11/15/05 1-976-250  S. C. C. DOLLARS D. DOLLARS D. DOLLARS D. D. D. D. D. D. D. D. D. D. D. D. D.
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CONTENT YORK State NY 2P 1QQ18-9270 Yally Infrarral Billing-Hotogrance 0PCIUNAC	3 Packaging ** ** ** ** ** ** ** ** ** ** ** ** **
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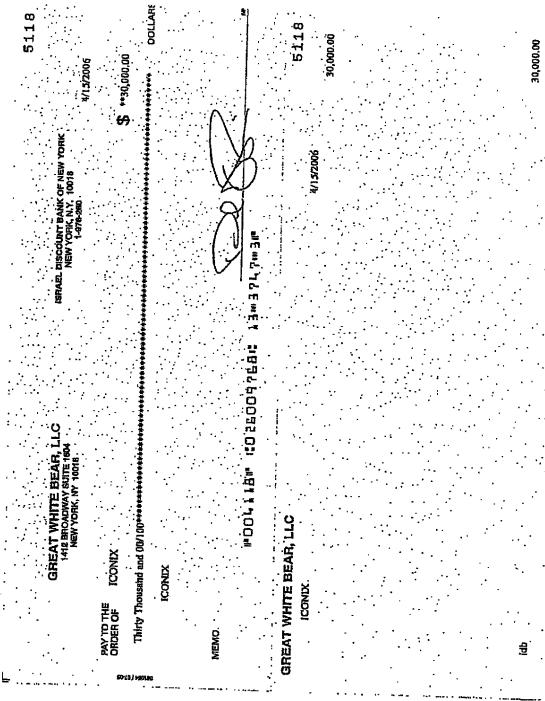


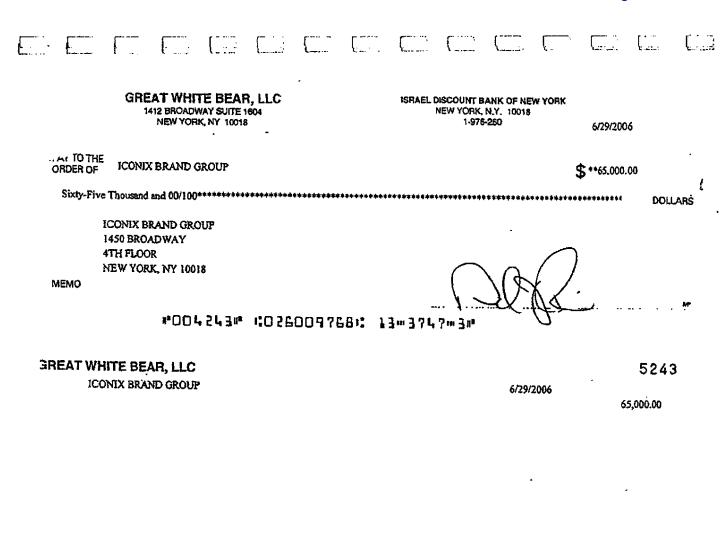
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Israel Discount Bank of Ne

25,000,00







Israel Discount Bank of Ne

2nd payment of \$65,000 65,000.00

(no copy of the check for the first 65K, but paid on 6/19/06)

	1287
GREAT WHITE BEAR, LLC  1412 BROADWAY SUITE 1604  NEW YORK, NY 10018	-
THE TONIX	DATE A 119 8,2006 1-976-260 \$ 20,000
Therety thousand dollars +7/00	\$ 20,000 mg/s d €€
Israel Discount Bank of New York 1350 Broadway, New York, NY 10018	

Great White Har

1073 1106/1073(11:1202140791216) 2744110801

Iconix Brand Group, Inc. 1450 Braodway, 4th Floor New York, NY 10018

June 9, 2006

Mr. Daniel J. Fodiman Great White Bear President 1412 Broadway, 25<sup>th</sup> Floor New York, NY 10018

License Agreement between IP Holdings LLC (by assignment from Rampage Licensing, LLC) and Great White Bear LLC ("GWB"), dated December 17, 2004 as amended by First Amendment to License Agreement dated March 1, 2005 (the "License Agreement")

Dear Mr. Fodiman:

We are writing to you on behalf of IP Holdings LLC ("IP Holdings").

This letter will confirm the agreement of GWB and IP Holdings with respect to the termination of the above-referenced License Agreement. Unless otherwise defined herein or the context clearly requires otherwise, all capitalized terms herein shall have the meanings given to them in the License Agreement.

- 1. <u>Termination</u>. GWB hereby acknowledges agrees that its rights under the License Agreement have been terminated and that as a result of such termination GWB owes IP Holdings Royalties in the aggregate amount of \$330,000.00 (the "Unpaid Royalties").
- 2. Payment. GWB hereby agrees to pay IP Holdings the sum of \$260,000.00 in full satisfaction of its obligations to pay the Unpaid Royalties, which amount shall be payable as follows: \$65,000.00 upon execution of this letter; \$65,000.00 on June 14, 2006; and \$21,666.66 on each of July 1, 2006. August 1, 2006, September 1, 2006, October 1, 2006, November 1, 2006 and December 1, 2006. Also, in the event that GWB's total Net Sales for the calendar year 2006 exceed \$4,000,000, GWB shall pay to IP Holdings an additional amount as Royalties equivalent to 6% of such excess no later than January 31, 2007.

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EXHIBIT 4 TO THE FINAL EXPERT REPORT OF STEPHEN J. RANKEL, C.P.A.

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OS R IDB	1200 GREAT WHITE BEAR LLC	05 NET 6,87	FOXS/ ROBERT FOX INC	· •	GIRLS, GIRLS, GIRLS CLOTHING ST	10/12/05 NRT 30 TOTAL 120.00	H. W.	14/05 NET 60	00.000,00	/REGIC	2,646.00	ACYS MERCHANDISING GR	NET 30	4 111,150.00	Y'S EAL	/05 NET	Macy o meen the	0/05 NET 30	198.00	8.00 8.00	7,05 NRT 30 L 3,990.00	HALLS A/C #	NET 10/EOM	NRT	NET		NET 120 11,962.66	VYN'S LLC	/05 NRAP 0000
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CLIENT NO 1200	Charles married					٠	1		2044
INVOICE DATE	GREET WHITE BEAR	TE BEAK LLC							
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	MOSI TO TEN	+ -			29,476.92				
050208 11/14/05	NET	+ +			9,648.00				
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CUSTOMER TOTAL	TOTAL 27,510.00	1	00-	00.	00.	00.			27,510.00
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TRADING CORPORATION

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STORE

CLIENT NO. 1200 GREAT WHITE BEAR LLC INVOICE DATE TERMS

BEALFLBO1 BEALL: 5 INC 050473 5/01/06 NET 60 CUSTOMER TOFFL 4,410.00

FACTORS

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GABRAVMO1 GABRIEL BROTHERS 050494 5/19/06 NET 30 CUSTOMER TOTAL 15,054.00

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	CURRENT	160 CORP 2,995.20 5,482.40 8,477.60	PO BOX 4 270,00- 24.00- 294,00-	1,620.00 1,800.00 1,800.00 1,800.00	1 66	27,013.50 48,510.00 51,360.00 21,420.00 11,200.00 20,720.00 20,720.00 42,000.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 20,720.00 307,183.50 758.16-758.
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CUSTOMER TOTAL	NET 10/EQM + 35 1,732.00	140.00-	140.00-	00,	1,872.00		ç
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TOTAL TOTAL	9,312.00	90	.00	00.	00.	·	00
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E	NET NET NET IS7,297	00.	75,600.00 23,940.00 66,150.00 67,200.00 .00		;	•	
PAKIMBJ01 PAR 000000 5/16/06	PARISIAN 706 A/C S6963W n 0000		X 2012		JACKSON, MS	39298	2
TOTAL	1,283.40-	3.40	1,283.40-	00.	00.		00
RICHOHCO1 000000 12/21/05	#:8/E3/	S CENTRAL 990	PO BOX 415770 5.76-	* f	CINCINATTI, OH	45241	;
TOTAL	5.76-	5.76~	5.76-	00.	00.	•	.00
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050604. 8/22/06 050613 8/24/06 050615 8/24/06 050625 9/12/06 CUSTOMER TOTAL 1	NET NET NET NET NET	00.	50,400.00				
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<del>ن</del>	61-90 DAYS	1,872.00	INDICATION OF												
ILED AGING	31-60 DAYS	272,045.00	12 12												
K H B C	1-30 DAYS	292,602.00	MLY AND MAY NOT BE PLLY CONFIRMED FOR												
හ ස ට	CURRENT	3,376.61-	RAL GUIDANCE OF ROVAL SPECIFIC									-			
BACT	GREAT WHITE BEAR LLC STORE	ALS 563,142.39 48,616,61- 3,376,61-	THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY. RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY												
	GREAT W	563,142	TION SET												
.as. of 11/30/06	CLIENT NO. 1200 G INVOICE DATE	CLIENT TOTALS	THE INFORMA RESPONSIBILIT												

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PAGE		19606	94588	72203	•	10801	01701	98111	39298	45241	01701	00'
ONI	61-90 DAYS	READING, PA	PLEASANTON CA	LITTLE ROCK,	504.00	SUFFERN, NY	Framingham, M	SEATTLE, WA	JACKSON, MS	CINCINATTI, OH	FRAMINGHAM , MA	504.00
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8 8	CURRENT	270.00- 24.00- 294.00-	4440 R 140.00- 140.00-	1,080.00-	1,080.00-	30 0E	PO BO:	PO BOX 4,371.94-	1,283.40-	PO BOX 5.76-	PO BOX	7,175.10-
IDB BACT	E BEAR LLC	₩.	0000	0 0000 621	1,080.00-	00° + 30	/30/06	0 0000 194 4,371.94	AN /C 56963F 0 0000 340 /283.40- 1,293.40-	RICH'8/LAZARUS/G - MACY'S CENTRAL 11/05 A/C 786990 0000 990 L 5.76- 5.76-	90/0	7,175.10-
	GREAT WHIT	COVS DEPAR A/C 2061 A/C 9010 294.00	00'S DISCOUNTS 06 A/C 11891 140.00-	1 DILLARD'S 12/11/06 A/C 70028 0 0000 9/07/06 NET 30		DRESS BARN INC 8/24/06 NET 10/ECM + OCTAL 9,312.00	MARSHAFO1 MARSHALLS 050626 9/12/06 NRT 60 10/30/06 CUSTOWER TOTAL 67,200.00	NORDWASG1 NORDSTROM D00000 12/06/06 A/C 71358 0 0000 GUSTOMER TOTAL 4,371.94- 4,	PARISIAN 5/16/06 A/C 56963F 0 0000 FOTAL 1,283.40- 1,2	TCH'S	TJ MAPO1 TJ MAXX 050625 9/12/06 NBT 60 10/30/06 CUSTOMER TOTAL 50,400.00	CLIENT TOTALS 120,240.90 7,175.10-
AS OF 12/31/06	CLIENT NO. 1200 INVOICE DATE	BOSCPAR01 000000 000000 11/14/05 000000 10/12/05 CUSTOMIER TOTAL	DD CAPO1 1/24/ 00000 1/24/ CUSTOMER TOTAL	DILLARLO1 000000 12 055024 9	CUSTOMER TOTAL	DRESNYBO1 050614 8/24/0 CUSTOMER TOTAL	MARSMAFO1 050626 9 CUSTOMER TO	NORDWASO1 000000 12 CUSTOMER TO	PARTMENGI 000000 5/16/06 A CUSTOMER TOTAL	RICHOHCO1 000000 12/21/ CUSTOMER TOTAL	TJ MAPO1 TA 050625 9/12/CUSTOMER TOTAL	CLIENT TOPALS

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT
RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

AS OF 12/	12/31/05	24		I D B	FACTO	ORS	DETA	ILED AG	D N I	PAGE	-	
CLIENT NO.	1200 DATE	GREAT	WHITE	BEAR LLC	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90	DAY.	
ALKONDBO1 028906 028906 028909 028910 028911 028911 028916 028916 028918 028924 CUSTONBR	10/12/05 10/12/05 10/12/05 10/12/05 10/12/05 10/12/05 10/12/05 10/12/05 10/12/05 10/12/05 10/12/05 10/12/05 10/12/05 10/12/05	0	#0000000000000000000000000000000000000	INC	8	5 05 60	AG O	120.000 120.000 120.000 120.000 120.000 120.000 120.000 120.000 120.000	BALTIMORE, M	11222112	1	
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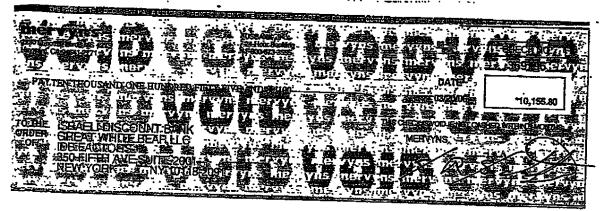
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AS OF 12/31/05	CLIENT NO.	<b>~</b> •	ACYNYNO 03573	욙	MACYNYN02 003579	CUSTOMER	MACYOHCO1 050363 050367	CUSTOMER	MACYOHCO2 050365		MCIONCO 103467 150371 TISTOMBR	・ こうまないして対	050368 050370 CUSTOMER	2		CUSTOMER	MERVCAHOL 000000 000000 000000 000000 000000

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85 R	<b>4</b> 4	12/28/05 h/C 3412 10/25/05 h/C 3551 8/29/05 h/C 3519 11/04/05 h/C #319 8/31/05 h/C #319 9/15/05 + 30			2 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		4444 90000	44444 88888 88888	2,977.2	NORDSTROM 1/05 NET 30 1/05 NET 30	3,406	SRSTOCK. C 5 13,440.	MATRI	9/27/05 8.00/ 10 11/14/05 8.00/ 10 11/14/05 8.00/ 10 11/14/05 8.00/ 10 11/14/05 8.00/ 10		
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E M C	1-30 DAYS	1,800.00 2,250.00 3,000.00 1,950.00 1,350.00	BASTERN AVENUE	415770	4440 ROSEWOOD DR - BLD 4 96.00-	2126 27,477.00 20,378.00 20,424.00 29,476.92 9,648.00 107,403.92	CLARENDON RD 00	RO WAY 7,560.00 7,560.00	26, 12, 24,	THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RESPONSIBILITY UNLESS VERIFIED AND PERIFT ADDRESS.
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æ	GREAT WHITE BEAR LLC		RAMPAGR.CCM /05 NET 30 /05 NET 30 /05 NET 30	RICH'S/LAZARUS/G - M /05 A/C 786990 0000 5.76-	4 9 4 1	MAXX 010 BOM 045 010 BOM 045 NET 10/BOM NET 10/BOM NET 10/BOM NET 10/BOM NET 10/BOM NET 10/BOM NET 10/BOM NET 10/BOM	7 K MAXX 5/05 NBT 60 27,510,00	5 NET 10/EOM 7,560.00	SKS APPAREL NET 60 NET 60 NET 60 NET 60 NET 60 NET 60	1,867,626.33 TION SET FORTH A
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AS OF 12/31/05	CLIENT NO.	050135 050137 050144 050147 050148 CUGTOMER	RAMPCALO1 020584 028902 028904 CUSTOMER	RICHOHCOL 000000 CUSTOMER	M ~ ~ :	17 MAFO1 029016 029017 050107 050106 050108 050108 050108	TK WDW01 020583 8/25 CUSTOMBR TOTAL	CUSTOMBR TOTAL	# LINICAGOLI 029011 029013 029014 02004 05009 05000 050101 050101 050101 050101	CLIENT TOTALS THE INFOR

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CLIENT DAILY CASH REPORT

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CLIENT: 1200 GREAT WHITE BEAR LLC

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CHK. DATE	E CHK NO	I. S CHK AMOL	MI	IIEM NBR	ITEM_AMOUNT	IRAN	REF
DD CAPOL	DD*S DI	SCOUNTS					
2/22/06	012610	S 480.	00	050207	480.00	ı	
E NYBO3	Fraire	CTION CORP					
2/25/06	000968	S 240.	00	028921	240.00		·
MARSMAF01	HAD OILL						
2/24/06	MARSHAL 456890						
2/24/06	456890		00		1,973.66	C/8 SE	E ATTACHED
2/24/06	456890			050103	1,927.66		
2/24/06	456890			050104	4,515.00		
2/24/06	456890			050105	18,051.30		
2/24/06	456890			050152	41,538.00		
2/24/06	456890			050153	14,233.32		
2/24/06	456890			050154 050155	13,500.48 1,147.90		
MERVCAH01	MERVYN'S	2 145					·
2/20/06	368533		-,				
2/20/06	368533	12,792.6	) <i>[</i>		12,388.80-	- C/8 SH	IPPING CHARGES
2/20/06	368533				132.28	C/B AL	LOWANCE
2/20/06	368533				1,293.40-	· C/B 5E	E ATTACHED
-7 -27,00	200333				157.25	C/B SE	E ATTACHED
TJ MAF01	XXAM LT						
2/24/06	456890	S 107,403.9	2	050102	77 /77		
2/24/06	456890	, 14347	_	050102	27,477.00		
2/24/06	456890			050106	20,378,00		
2/24/06	456890			050108	20,424.00		
2/24/06	456890	-		050156	29,476.92 9,648.00		
02/28/06 T	OTAL:	213,856.59	C/B	TOTAL:	10,819.01-	A/C TOTA	NL: .00

## IDB FACTORS

IDB FACTORS

CLIENT DAILY CASH REPORT

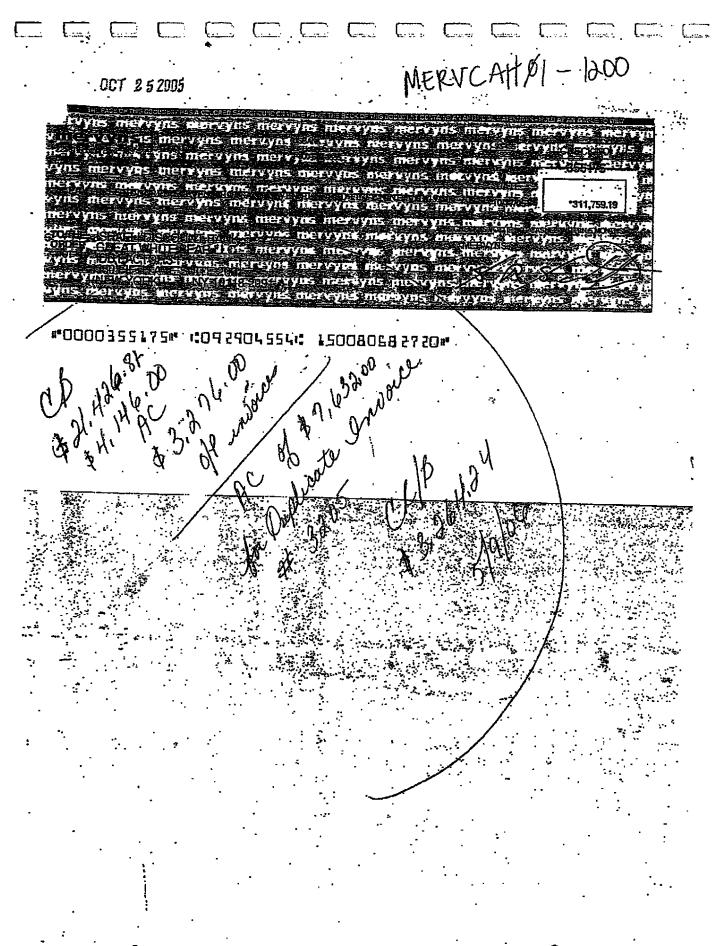
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CLIENT: 1200 GREAT WHITE BEAR LLC

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CHK. DAIE	CHK NO.	<u>s</u>	CHK AMOUNT	ITEM NBR	ITEH AMOUNT	TRAN	REF
MERVCAHO1	MERVYN'S	114	-				
10/17/05	355175	t t	•				
10/17/05				000000	7,632.00-	A/C	#3205
10/17/05	355175				3,264.24	DISC	OUNT ALLOWED
10/17/05	355175				3,264.24-	C/B DI	SC./ANTICIP. DIF
10/17/05	355175				21,426.81	C/B SE	E ATTACHED
10/17/05	355175				4,146.00	C/8 NO	DETAILS SUBMITT
10/17/05	355175				3,276.00-	C/B ND	
10/17/05	355175			000000	311,759.19-		355175
10/17/05	355175			003159	6,450.00		
10/17/05	355175			003160	11,868.00		
10/17/05	355175		•	003161	11,610.00		
10/17/05	355175			003162	14,061.00		
10/17/05	355175		·	003163	8,256.00		•
10/17/05	355175			003164	4,128.00		
10/17/05	355175			003166	11,997.00		
10/17/05	355175			003192	8,640.00		•
10/17/05	355175			003194	7,800.00		
10/17/05	355175			003197	7,920.00		•
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1 17/05 10/17/05	355175		•	003199	8,352.00		
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10/17/05	355175			003201	4,320.00		
10/17/05	355175			003202	8,928.00		
10/17/05	355175			003203	8,928.00		
10/17/05	355175			003205	2,088.00		
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10/17/05	355175			003207	4,698.00		
10/17/05	355175			003209	2,160.00		
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10/17/05	355175			003244	8,424.00		
10/17/05	355175			003245	24,084.00		
10/17/05	355175			003246	11,880.00		
10/17/05	355175			003248	20,088.00		
10/17/05	355175		•	003249	14,418.00		•
	35517 <i>5</i>			003252	12,798.00		
10/17/05	355175			003253	16,899.00		
10/17/05	355175			003256	10,191.00		
10/17/05	355175			003259	11,481.00		
1 '17/05	355175			003260	7,095.00		
1 . 47/05	355175			003263	4,644.00		
10/17/05	355175			003264	2,838.00		
				•	-,,		



P 01660

Case 2:06-cv-13358-RMB-FM Document 68-9 Filed 06/23/2008 Page 14 of 49 IDB FACTORS CLIENT DAILY CASH REPORT IDBCRD001 03/28/06 PAGE CLIENT: 1200 GREAT WHITE BEAR LLC 1 CHK. DATE CHK NO. S CHK AMOUNT ITEM NBR ITEM AMOUNT IRAN REE MERYCAHOL MERVYN'S LLC 3/20/06 369796 10,155.80 10,155.80- C/B PREVIOUS CHARGEBACI INNCHOOL WINNERS APPAREL LTD 035206 71,850.00 3/20/06 035206 050099 58,950.00 050101 03/28/96 TOTAL: 82,005.80 C/B TOTAL: 10,155.80- A/C TOTAL: 12,900.00

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DOCUMENT NUMBER	CODE	DOC. DATE	0. 000066423	T	1 OF 1	
050096D			1		NET AMOUNT	
POD-POS - Inv-cost only 250096E		12/30/05	5492.80 REASON CODE	A110	5492.6	
OD-POS - Inv-cost only	<del></del> -	12/30/05	REASON CODE		4663.2	
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SHIP POINT ACTUAL WEIGHT COMMENTS : Fa CHARGEBACK CHARGEBACK CHARGEBACK PRO # A79470 PRO # A73471 CHARGEBACK CHARGEBACK CHARGEBACK SHIP POINT : PAT THE FOLLOWING DEDUCTIONS WERE TAKEN BECAUSE OF THE FOLLOWING VIOLATIONS VENDOR NUMBER: 66423 RUN DATE: 2006-01-19 DDC ND : 16-38-181-01 IGHT : 2100.0 : Failure to provide accurate weight for shipments on Ready To Ship. AMOUNT : COMPTON, CA. COMPTON, CA. 90220 2100.0 Ready To Ship Weight Acouracy Ready To Ship Weight Accuracy TRM51490 O TOTAL RTS WEIGHT 1652 to provide accurate weight for shipments on Ready 30.00 98.70 90220 DEPT 0962 DEPT 0982 PROCESSING PO 1768376 PROCESSING FEE : 0.0 PO 1766976 FEE : 0.0 MAIL STOP TPS ~ 0856 1000 NICOLLET MALL MINNEAPOLIS, MN 55403 REIGHT DEDUCTION 998 201 10C GREAT WHITE BEAR LLC 350 FIFTH AVE SUITE 2001 NEW YORK, NY 10118-2091 To Ship. SHIP DATE 12/19/2005 SHIP DATE 12/19/2005 TOTAL CHARGEBACK AMOUNT : 30,00 TOTAL CHARGEBACK AMOUNT : 98.70 WEIGHT 84 WEIGHT CARTONS CARTONS 7 CREATED DATE CREATED DAYE :01/17/2006 PAGE : 101/17/2006

P. 01654

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12/29/2005 1:00:12 AM -\_1005

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	INVOICE AMT		DATE		Pictoria Chamber	A20'
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PO Detail Blvd.   Hayward CA 94541   Debit   Memo	\$36.00			- 1	Admin cost per PO/Location	993
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RAT WHITE BEAR LLC   Vnd #   66423   Vnd #   4008087   DEPT CLASS ITEM BARCODE   PO DETAIL   AUDIT DETAIL   ERROR	\$50.60	•		88 1037		
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	MOTHER SOLD IN THE SAME	tail-ton as set-up on PO	PO Da		301 Foothill Blvd, Hayward CA 94541	22

To Properly dispute charges please refer to www.PartnersonLine.com Locate the dispute form by using the following path: Guidelines Info/Requirements Procedures/Domestic-Compilance Programs/Disputing Chargebacks/Tub down to Logistics Non-\*Note: Disputes can be emailed to the following email address, compilance, disputes@merrynx.co Compliance Inquity Process Double click to "Marvyn's Compliance Dispute Form"

ASN format charges may not include item information



PLEASE MAIL PAYMENT TO:

(c. \_\_\_\_\_

CO-OP ADVERTISING CLAIM

Мегууп's

( .....

Attn: Marketing Finance, MS2120

22301 Foothill Blvd. Hayward, CA 94541

**VENDOR** CLAIM NUMBER DOC NUMBER **PROMO** DATE 66423 NUMBER DEPT 2330 CLASS 11/6/2005 DIVISION 9115802 365 88 **RTW** 

BILL TO: Rampage

Attn: Danny Fodiman 1412 Broadway, Ste. 1604

New York, NY 10018

ORIGINATOR:

Dawn Nichols

REASON CODE:

A112

PROCESS LEVEL: 1200

TYPE OF MEDIA: Tabloid

DESCRIPTION	SPACE	T	
Nov Wk 2 Tab, Page 14	J VI AGE	RATE	AMOUNT
	0	0	\$19,300.00
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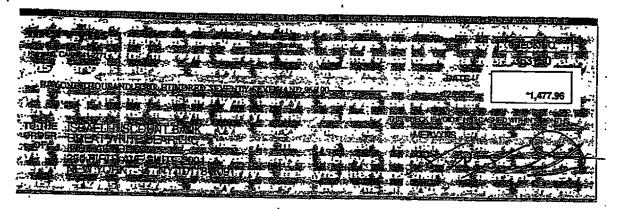
## NOTES:

You are being charged as per our agreement with: See Attached

ACCOUNTS PAYABLE USE Check-No. Rec'd Check Date Date Rec'd Amount Billed Amount Rec'd	SUBTOTAL PROPORTIONATE SHARE 100 %	\$19,300.00	]
Vijusiment	TOTAL	\$19,300.00	

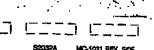
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#D000363150# (1092904554) 150080682720#

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CODE :	DOC. DATE	GROSS AMOUNT:	Professional Comments	
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3	12/20/05	REASON CODE -254:18	A011.	2001
3	1/25/05	REASON CODE 546.36	A015	542
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RTY CES70		1	REASON CODE	A135			1	
Ref.#361, loc 993		12/21/05	-17781.61		0.00	-17781.51	1	
RTV VC120010442		İ	REASON CODE	A138			1	
Latte Ship Violation	3	12/10/05	-155.52	1444	0.00	-155.52	1	
VC120010443 Late Ship Violation	3	12/10/05	-794.88		0.00		1	
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01/04/06 TOTAL: 1,877.96 C/8 TOTAL: 24,011.68 A/C TOTAL:

Case 2:06-cv-13358-RMB-FM Document 68-9 Filed 06/23/2008 Page 31 of 49

420.00- C/8 SEE ATTACHED

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DB FACTORS CLIENT DAILY CASH REPORT IDBCRD001 05/04/06 PAGE 1 CLIENT: 1200 GREAT WHITE BEAR LLC HK. DATE CHEPNO. S CHE AMBUNT ITEMEN BR ITEM AMOUNT TRAN .REF RVCAHO1 MERVYN'S LLC 0/17/05 355175 000000 311,759.19- A/C 0/17/05 355175 355175

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C/B TOTAL:

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5/04/06 TOTAL:

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17,823.77- C/B PREVIOUS CHARGEBACK 326,424.00 S/P

17,823.77- A/C TOTAL: 311,759.19-

DOCUMENT NUMBER	CODE		OR NO. Q00066422 DATE GROSS AN		PRIVINS PRINCICAL PRISCOUN		NT NET AMOUN
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3246	1 1	0908		94.00 90.00			.00 24084
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3160R	a a	08/24/0	REASON COL		A009		
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OWANCE - WAREHOUSE		1	REASON COD	_ }	4545		
3161CA OP CHALLENGE - OFF INV CLAIM	3	08/29/05	-232		A015	0.00	-232 20
OP ADVERTISING ALLOWANCE	,	1		_			232.20
1161R	<del></del>	08/29/05	REASON COD		A003		
OWANCE - RTV 6	İ		-110-7	<sup>10</sup>		0.00	-116.10
OWANCE-RTV (		<u> </u>	REASON CODE	: '	A011		
REHOUSE DISCOUNT	3	08/29/05	-116,1	0		0.00	-116.10
DWANCE - WAREHOUSE		l	REASON CODE	. 1	444-	ļ	
162CA PP CHALLENGE - OFF INV CLAIM	8	08/26/05	-281.2		A015	0.00	
OP ADVERTISING ALLOWANCE		ł	}			0.00	-281 <u>.22</u>
1629	3	06/28/05	REASON CODE		A003		
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WANCE - RTV 82WH			REASON CODE		A011	- 1	
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WANCE - RTV			REASON CODE	-	A011	ł	
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WAREHOUSE DISCOUNT	ł	3	09/01/05	7	-90.72	<del>  - ^</del>	0.0	<del>, </del> -	
ALLOWANCE - WAREHOUS	E					1		1	-90.72
C83200CA		3	08/05/05	HE	-168.48	AC	715	1	- 1
COOP CHALLENGE - OFF I	*VCLAIM	ļ			-100,40 -100,40	. ]	0.00		-168.40
CO-OP ADVERTISING ALLO	WANCE			RE	ASON CODE	AO	ns .		
ADDITIONAL RTV DISCOUN	.	3	09/05/05		-84.24	<del>                                     </del>	5.00	<del> </del>	-64.24
ALLOWANCE - RTY	' 1	ļ		-		1		ł	
C83200WH		3	09/05/05	100	SON CODE	A0		<b>↓</b>	j
WAREHOUSE DISCOUNT				ļ	-04.24		0.00	F .	-84.24
ALLOWANCE - WAREHOUSE CB2201CA				REA	ISON CODE	1 40	55	[	1
COOP CHALLENGE - OFF IN	V-04.11.	3	06/80/05		-88.52	<del>                                     </del>	0.00	<del></del>	-83.52
CO-OP ADVERTISING ALLOY	VANCE	1		l		1		,	******
C83201A		-8	06/30/06	HEA	SON CODE -41.78	A00	-		
ADDITIONAL RTV DISCOUNT	.	i		1	71.70	1	0.00		-41.76
ALLOWANCE-RITY CB\$201WH				REA	SON CODE	. A01			
WAREHOUSE DISCOUNT	ŀ	8	08/90/05	$\Box$	-41.76	<del> </del>	0.00	· · · · · · · · · · · · · · · · · · ·	-41.76
ALLOWANCE - WAREHOUSE	1	- 1		ļ					-41.70
C63202CA		3	09/01/05	HEA	*178.04	AD1			
COOP CHALLENGE - OFF INV	CLAIM			l	-178.04	ŀ	0.00		173.04
CO-OP ADVERTISING ALLOW GB3202R	ANCE ·			REAS	MON CODE	Acc	. 1		
ADDITIONAL REV DISCOUNT		3	09/01/05	l ·	-86.52	<del> </del>	0.00		-86.52
ALLOWANCE - RTV	I				·	•	,		-00.02
CB3202WH		3	09/01/05	HEAS	ON CODE	AC11			[
WAREHOUSE DISCOUNT	- 1	- 1			86.52	1	0.00		-86.52
ALLOWANCE - WAREHOUSE CESSOSCA				REAS	ON CODE	A015	. 1		- 1
COOD CHATTEMEE - OLL INA	~ l ¯	3.	09/01/05		-178.56	7010	0.00		
CO-OP ADVERTISING ALLOW!	ULAIM INCE							•1	78.56
	-,	]	I	REAS	OM CODE	A003	- 1		- 1
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PLEASE PROVIDE CHECK #.	ENDOR & AND	DOC.	<del></del>	<b>T</b> .	<u>-</u>			3551	75
WHEN WRITING OR CALL ME	RVYN'S (783) 440	1-1062		'	CODE 1- NV	DICE NO. 1	- DEBIT ME	MC NO.	

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	VENDOR NAME	GREAT WHI	TE BEAR	LLC		ve.	ND/10 t	VO. 0000E		Microson				
	DOCE	MENT NUMBE	ER .	- 1	ODE		DATE			MERVY)	P4591-277			
	CB3203R				3	<del></del> -	VOLUE	e ceros	S AMOU	MT DESCOU	NT AMO	UNT MET	MOUNT	_
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	CS350GMH							REASO	N CODE			1	-00,2	9
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	CD3206			<del></del> ,	-	00	0405	REASO	N CODE	AD	15	1 .	_	
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	LVV-UF AUVERT	SING ALLOWA	MOS	1	j		٠. ا		1024	1	Q	.00	-152.64	┪
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	CB3205R	IV			٠, ١	• •	- 1	DE4001		1.		~ <sub> </sub> .	-78.32	ŀ
	ADDITIONAL RTV	Dieconare		3		09/0	405	REASON	-20.8R	A011		1		l
	LACTOMANICE - BU	DISCOUNT.		Ι.	- 1				-en as		O.C	0	-20.88	┨
	CB3205W9-			3			1	REASON	CODE	A011	•	1		L
i	WAREHOUSE DIS	COUNT		3	- 1	09/05	705.		-76.32	70/11	0.0	<del></del>		ı
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Į	WAREHOUSE DIS			3	-+	09/04/	<del>// // //</del>	REASON (		AD15		j		l
1	ALLOWANCE WA	COUNT PENONO	J		- 1		~ [		-20.85		0.00	<del></del>	-20.88	l
I	LEGIZOGCA						_ / R	EASON C	One		•	i		
- 1	COOP CHALLENGE	E-OFF INV CL	Alba	3	- 1	09/02/	06		35,72	A015			1	
ŀ	CO-OP ADVERTISH	NG ALLOWANC	Œ		- 1		-   _	_•	_		0.00	7	195.72	•
	ADDITIONAL PITY D			3		G9/02/0	<u> </u>	EASON C		A008		j	- 1	
	<u> ALLOW</u> ANCE - RTV	SCOUNT	1				~	-	67. <b>B</b> 6		0.00	<del> </del>	-67.BB	
- 11	CE3206WH				_Ļ		R	EASON CO	DDE '			]	١	
-1	WAREHOUSE DISC	OUNT		3	- [ '	29/02/0	5		7.86	A011	0.00		1	
H	ALLOWANCE - WAR	EHOUSE	1						į		www	•	87.96	
- 16	COOP CHALLENGE	OFFINAL		3	+-	9/03/0	1 170	ASON CO	D.48	A015			1	
	COP AUVERTISIN	G ALL DWANCE	M,				·	-14	U.48		0.00		00.4B	
10	roszu/R		╾┼	3			_ RE	ASON CO	DE	ADO3	ł			
12	DOITIONAL RTV DIS	SCOUNT "	- 1	. 4	10	9/03/05	T -		5.24		0.00	<u> </u>		
녆	LLOWANCE - RTV B3207WH				-				1			-4	5.24	
w	AREHOUSE DISCO	t is re-	7	3	09	/03/05	<del> ""</del>	SON COL		A011	_			
LA	LOWANCE - WARE	HOUSE	- 1		1	•	}	*40	24	•	0.00	-4	5.24	
10	332U9CA			3			REA	SON GOD	Æ	A015	- 1		···· [	
	OP CHALLENGE	OFF INV CLAIM	•	٠. •	1 09	/05/05	1	-48.		- 10.0	0.00			
CE	O-OP ADVERTISING	ALLOWANCE			1		De a	SON COD	_		-~!	<b>-48</b>	.96	
AD	DITIONAL REV DISC	COLINE	- 1 -	3	09/	05/08	+	-24		A003	<u>.                                    </u>		- 1	
J AU	LOWANCE - RTV	PO0111	- i		1		j	- 4			0.00	-24	.48	
	3209WH			-3	<del> </del> ,		REAS	ON CODE	<b>₽</b>	A011	- 1		- }	
ALI	REHOUSE DISCOU	NT.	- 1	•	van	25/05	·	-24.4	8		0.00			
冷	OWANCE - WAREH	OUSE		_	1		BEAG	ON CODE			····· 1.	-24.	48	
1000	OP CHALLENGE . O	FE (M)/ Ot Alla		3	09/0	6/06	111111111111111111111111111111111111111	-95.0		A015		_	- 1	
	UP ADVERTISING A	TTOMATHUE	1		l		ŀ		- 1	•	0.00	<96,	<del>я</del>	
1 000	SIOH			3	- 003		REAS	ON CODE		A002	- 1		.	
ALLO	ITTONAL RTV DISCO	TNUC	- [	•	09/0	ovos j		-47,52	2		0.00			
<b>1088</b>	WANCE - RTV			1		- 1	DEAG	DIN CODE	- 1			47,5	2	
WAR	EHOUSE DISCOLIN	т		3	. 09/0	/05		47.52		A011 .		_	i	
ALLC	WANCE - WAREHO	USE	1	ŀ		ł			·	7	100	-47.5	2	
CESS	14CA		<del></del>	3	09/05		REASC	W CODE	-	A015 .	1		1	
COL	P CHALLENGE - OF	F INV CLAIM	1	1	COLLEG	705		-24.00	_			-24.00	_	
<b>CB32</b>	P ADVERTISING AL	TOWANCE		/		- 1	RF4Sn	N CODE	1	•		~24.00	' [	
ADDI	TONAL RTV DIRCO	last:	1 3	,	(E)(E)	05	-	-1200		A002			1	
VILO	WANCE-ATV		1	- 1					1	0.	00	-12.00	┪ .	
CB321	4VH		┼		09/05/		EASO	N CODE	-	A011		<i>'</i> .	1.	
MARKE	HOUSE DISCOUNT		1		ANIMA	~		-1200			<del>ಹ </del> -			
CB321	YANCE - WAREHOU	<u>se</u>		_		1.	FAGO	) CODE			7	-12.00	1	
	CHALLENGE - OFF	Marcy 4se	3		09/05/0	6		-67.00		A015			Í	
37.	<u>'ADVERTISING ALL</u>	OWANCE	i	- 1		.				0.0	70	-57.00	1	
AD0511	DHi .				09/05/0	<u> </u>	EASON	CODE		AOOS	1	-	1	
n hill	ONAL RTV DISCOU! ANCE - RTV	NT		- 1	WHOS/O	٦ ١		-28.50	<del>                                     </del>	6.0	<del></del>	· ***	4	
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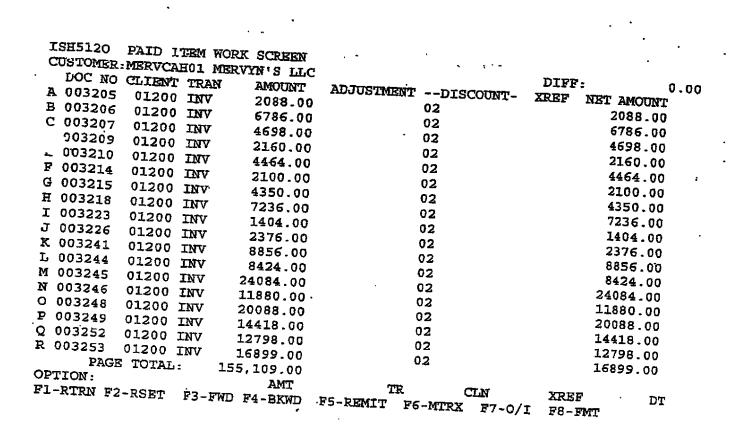
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VENDOR NAME GREAT WHITE B	EAR LLC	VENE	OR NO. 00008845	MERVYNS	-	
DOCUMENT NUMBER C83215WH	COD		DATE GROSS A			THEFT
WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/0	· · ·	-28.50	0.00	-28.50
C83218CA	<del>-</del>	09/0	FIEASON C	XODE A015		
COOP CHALLENGE - OFF INVICTA CO-OP ADVERTISING ALLOWANCE	M -				0,00	-144.72
CB3218R ADDITIONAL RTV DISCOUNT	3	09/05	REASON C	72.30 A003	0.00	
LALLOWANCE - RTV			REASON C	ODE Ass	w.	-72.86
C83218WH WAREHOUSE DISCOUNT	3	09/05		72.86 A011	0.00	-72.86
ALLOWANCE - WAREHOUSE CB3223CA			REASON C	DOE AGIS		
COOP CHALLENGE - OFF BAY CLAS	M B	09/01/		25.08	0.00	-28.08
CO-OP ADVERTISING ALLOWANCE CB3223R	:		REASON CO		1	
ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	"	- 09/07/	05 .4	4.04	0.00	-14.04
C83223WH		09/01/	REASON CO	DE AUT		J
WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE		52.52.	,		0.00	14.04
GB3226CA	3	09/05/0	REASON CO	DE A015	200	
COOP CHALLENGE - OFF INVICTAIN CO-OP ADVERTISING ALLOWANCE		1	REASON CO		0.00	47.52
ADDITIONAL RTV DISCOUNT	3	09/05/0			0.00	23.76
ALLOWANCE - RTV C83225WH			REASON COO	DE A011	'   '	
WAREHOUSE DISCOUNT	3	09/05/0	5 -23		0.00	3.76
ALLOWANCE - WAREHOUSE CB3241CA	a	10/12/05	REASON COL			ł
COOP CHALLENGE - OFF INVICAMA CO-OP ADVERTISING ALLOWANCE		14124	-107	. ,	0.00 -17	7.12
CB3241R ADDITIONAL RTV DISCOUNT	3	10/12/05	REASON COD	7000	2.00	
ALLOWANCE - RTV 1		ł	REASON COD			8.50
WAREHOUSE DISCOUNT	3	10/12/05	-88.		).00 -a	1.50
ALLOWANCE - WAREHOUSE CB3244CA	- 3	10/12/05	REASON COD			•
COOP CHALLENGE - OFF INVICLAIM CO-OF ADVERTISING ALLOWANCE	1 "	10/12/05	-168.4	·- /	.00 -166	1.48
CB324IR ADDITIONAL RTV DISCOUNT	3	10/12/05	REASON CODE		.00 .01	
ALLOWANCE - RTV		l .   ·	REASON CODE	_ [	-84	24
CB3244WH WAREHOUSE DISCOUNT	3	10/12/05	-84.2	<del>,                                     </del>	00 -84.	24
ALLOWANCE - WAREHOUSE CB3245CA	3	10/12/05	REASON CODE		'	1
COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE		1071805	-481.6	`	00 -481,	68
CB3245R ADDITIONAL RTV DISCOUNT	8	10/12/05	REASON CODE			
ALLOWANCE - FITY			REASON CODE		-240.	47
CB3245WH WAREHOUSE DISCOUNT	3	10/12/05	-240.84		0 -240.4	<u>.</u>
ALLOWANCE - WAREHOUSE C83246CA	<del>                                     </del>		REASON CODE	A015		" <b> </b>
COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE		10/17/05	-237.80	0.0	D -237.6	<b>6</b>
CB3246R	- 3	10/17/05	REASON CODE -118.80	A003		
ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV		i	REASON CODE	-	118.8	•7
CB8245WH WAREHOUSE DISCOUNT	8	10/17/05	-118.80	A011	-118.80	
ALLOWANCE - WAREHOUSE CB3248CA			REASON CODE	AOS	,,,,,,	
COOP CHALLENGE - OFF INV CLAIM	3 7	10/12/05	-401.78	0.00	-401.70	_
CO-OP ADVERTISING ALLOWANCE CB3248R	3	10/12/05	REASON CODE	Acos		1
ADDITIONAL RTV DISCOUNT ALLOWANCE - RTY		· [	-20G.88	0.00	-200.88	7
CB3248WH	8	10/12/05	REASON CODE -200.88	A011		
WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE			REASON CODE	1	-200.68	
GROSS AMOUNT DISCO		_ <u></u>		A018		
CONTINUED DISCOL	JINT AMOUNT	NET	AMOUNT	DATE OF CHECK	CHEÇK NO.	7
PLEASE PROVIDE CHECK & VENDOR &	AMI PAGE	<u> </u>		10/17/05	355175	7
WHEN WRITING OR CALL MERVYN'S (78	440-1062		*CODE 1-1N	VOICE NO. 3-DEBIT M	EMO NO.	1

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<b>t</b> =::::::.	CONTRAME	GREAT WHI	TE BEAR I	ŧ	ŧ		ta alas	<u> </u>		<u></u>	t.z	سيته	{ <sub>5</sub>	t <u></u>	
	, Tocan		<u>'S SCAH L</u> R			VENDO	R NO. 0000	68423	MERVYNS						
	CB3249CA			<del></del>		DOC. D	1	SAMOUN	T DISCOUN	1541-2771 IT AMOUN	1000		_		
	COOP CHALLEN	GE-OFF NV	CLAIM		'	10/12/	05	-269.36			NET.	AMOUNT	<u>]</u> .		
	CE9240R	<b>SMG YTTOM</b>	ANCE				REASO	ON CODE	· ]	•		-288.36	].		
	ADDITIONAL PTO	DISCOUNT		3		10/12/0	5	-144.18	A00				ł		
•	ALLOWANCE - RT CE3249WH	TV			- 1		1		1	a,	00	-144.18	1		
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	LCS-UTVANCE, W.	VIE-KOUSE					1	-144,18		Q.	00	-144.18	•		
				- 8		10km	REASO	N CODE	A015	• :	1				
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			NCE				REASON	CODE				-200.96	ı		
- 1	ADDITIONAL RTVI	RECOUNT	- 1	3		10/12/05		-127.98	A003	0.0					
- 1	CRESSEMM				_ [ '		REASON		ł		η .	-127.98			
- 1	WAREHOUSE DISC	CUNT	- 1	8	$\top$	0/12/05		-127.98	A011			J	•		
ŀ	ALLOWANCE - WAP	EHOUSE	1				I			0.00		-127.98			
j	COOP CHALLENGE	-OFF MV AL	T	3	_	0/12/05	REASON		ACTS			. 1			
	CO-OP ADVERTISIN	G ALLOWAN	AIM		- 1		I	-327,98		0.00		337.98			
- 1.	ADÓITIONAL POUR			a-	<del>- -,</del> ,	V12/05	REASON	CODE	A003		j				
	SULUTYANCE . DOWN	SCOUNT.	- 1		-   "	* 1693		168.99		0.00		168.90			
10	783223WH				<del>-   _</del>	M = 4	REASON C	ODE	A011			100.30			
LA	VAREHOUSE DISCO LLOWANCE - WARE	UNT	1	•	10	12/05		68.99	- 1011	0.00					
, ,						_	REASON O	nne I			1	68.00			
18	OOP CHALLENGE -	OFF INVOLA	IM	3	10	12/05		03.62	A015			- 1			
G	33256F	ALLOWANCE				- 1	READON		•	0.00	-2	03.62			
AL	DELLIONAL BLA DISC	COUNT	F	8	10/1	2/05	REASON CO	00E	A003	].		j			
	LOWANCE - RTV					- 1.		1		0.00	-10	1.91			
W/	VREHOUSE DISCOU	N.Tr		9	107	2/05	REASON CO		A011						
	LOWANCE - WARREN	OUSE ,	.		Ι.			1.91		0.00	-10	1.91			
100	3259CA OP CHALLENGE - O			3	10/15	F	TEASON CO		A015		•				
<u> </u>	OF AUVERTISING A	FF INV CLAIM	'		100	*US	-225	.62		0.00	-22				
			~-{	a			EASON COL	oe l	ADDR		-22	162			
	OWANCE - RTV	TAUC			10/15	/05	-114		E00A	0.00					
(C83	259WH					_ RI	EASON COD	_	•		-114	.81			
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1 0095	OUCA					l as	ASON COD	_	•	0.00	-114,	B1			
000	P CHALLENGE - OF	INV CLAM	3		10/14/0	15	-141,		A015		_	- 1			
CE32	T AUVERITSING ALI	LOWANCE		- 1			-	٠. ا	0	100	-141.	0			
ADD	TIONAL RTV DISCOR	INT	3		10/14/0	6 / nE	ASON CODE		A003	1		j			
ALO CB\$2	YANCE - NTV		1	- 1.		-		·	0.	.00	-70.8	<del>-</del>			
WARE	HOUSE DISCOURE		3	<del>/-</del>	10/14/0	, RE	SON CODE		A011	1	•	1			
LALLO	VANCE - WAREHOUR	S <b>E</b>	1	- 1			-70.9	5 T-		00	-70.8	-1			
J GD826	aca ——				10/15/05	REA	SON CODE		A015		-16.60	'			
CO-01	CHALLENGE - OFF I	NV CLAIM	1	- 1	tra. 12\02	'   _	-92.86	<del></del>	0.0	<del>s </del>		_]			
			+			REA	SON CODE	1.			-92.88	1			
AUDIT	DNAL RTY DISCOUN ANCE - RTY	lT .	"		10/15/05	T	-46.44	<del>-}'</del>	0.0	<u>.</u>		1			
C83263	WH		<u> </u>	_		REAS	SON CODE	] .	•	"	-48.44	7			
WAREH	OUSE DISCOUNT		3	. T	0/15/05	<del>                                     </del>	-48.44		011	$\perp$					
CB3264	WCE - WARREHOUSE							1.	0.00	וי,	-46.44	7 .			
COOP	HALLENGE . OFFI	100.00	3 .	7	0/14/05	MEAS	ONCODE	AI	MS .	1	•	i			
TANAL 1	WYENTISING ALLOW	VANCE		- [		Ι.	-56.76	1	0.00	<del> </del>	-56.76	ł			
1 ASSESSED	NAL RTV DISCOUNT		8		V14/08	REAS	ON CODE	A	08			l			
LATERNIA	NCF-RIV	·		1 "	# 14/UD		-28.38	1	0.00	<u> </u>					
CE8584M	H					REASC	N CODE			1	-28.38	[			
ALLOWA	USE DISCOUNT ICE - WAREHOUSE	i	•	.10	114/05		-28.38		0.00	<u> </u>					
MH575				L		REARO	N CODE	ļ.			-28.38				
Fleady To	Ship Weight Accuracy	. [	3	CE	16/05		-269.07	A01							
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VC08000	Violation	·	3	0871		-208.80			•	13120				
VC08000 Late Ship	2314	•	3	08/1	3/05	-1155.5p	<del></del>	0.00		208.80				
VC08000	2315		<del>-   3</del>					0.00	-11	55.90				
Late Ship VC08000	2372			06/1	\$'U5	-1090.05		0.00	-10	90.05				
Late Ship VC080003	Violation		<del>-                                     </del>	08/13	VOS	-461.70		0.00	4	. OC.18				
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VC080002 Late Ship t	274 Violation		3	08/15	05	-453.60	<del> </del>			6.70				
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PO Fat Bats	-Original		3	08/13/6	8	-116.10	<del> </del> -	0.00		1.10				
VC0800026 Late Ship V	oletion			08/20/0	6	-381.60		·	-110	7.10				
VC0800027 Late Ship Vi	73		3	08/20/0			<del> </del> -	0.00	-381	.60				
VC0800028	76		- 3	`	1	-421.20		0.00	-421	20 .				
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Late Ship Vic	istina		3	08/20/0:	<u> </u>	156.60		0.00	156.	<b></b>				
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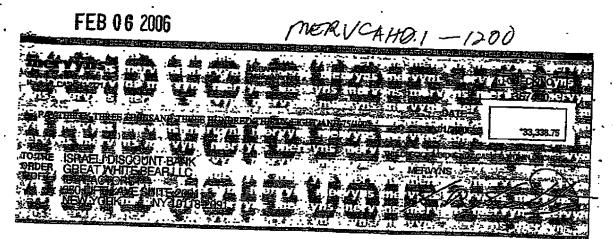
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DOCUMENT NUMBE	R		VENDOR	NO. 00006642	MERVYNS		
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TICKETING CHARGEBACK		3	12/14/05	REASON COL	DE 4200	0.00	-335.00
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CB576	<del></del>	3		REASON COD	<b>.</b>	****	
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2-CREDIT MEMO NO.



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VENDOR NAME GREAT WI DOCUMENT NUMB	ER	CODE	VENDOR I	VO. 000066423					10F 4
050088	<del></del>	JODE:	DOC. DATE	GROSS AMO	UNT	DISCOUNT	AMOUN	T NE	T AMOUNT
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50096A		1	12/08/05	1589			0.00	l	15897.60
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## THIS STUB MUST BE REMOVED BEFORE CASHING

A/P#763 440 1062 HAYWARD, CA 94541		CDI. 03 05 00
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CLIENT: 1200 GREAT WHITE BEAR LLC

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1/30/06	367440			178,078.36	C/3 S	EE ATTACHEN
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1/30/06	367440	•	050178			
1/30/06	367440		050179	14,655.60		
			030114	17,388.00		
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IDB FACTORS

CLIENT DAILY CASH REPORT

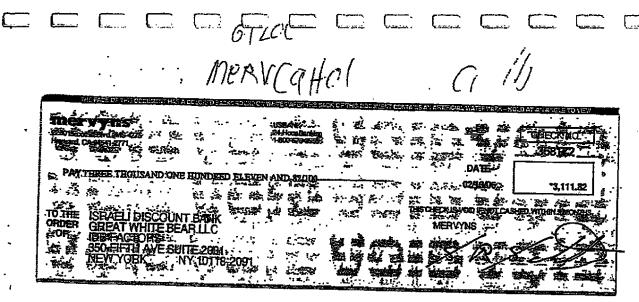
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CLIENT: 1200 GREAT WHITE BEAR LLC

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8/22/05	348842		000000	8,073.00-	
8/22/05	348842		000000	7,632.00-	
8/22/05			000000	1,152.00-	#3205
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8/22/05	348842		003365	22,098.00	(V ).
8/22/05	348842		003366	24,708.00	•
8/22/05	348842	•	003413	15,660.00	
8/22/05	348842		050091	26,862.00	
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8/22/05	348842		050162	816.00	
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. 22/05	348842		050164	4,502.40	,
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8/22/05	348842		050167	4,417.20	
8/22/05	348842		050168	5,065.20	
B/22/05	348842		050169	3,240.00	
8/22/05	348842		050170	10,238.40	
			030±10	9,849,60	
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5/10/06	569632	1,283.40	000000	1,283.40-	A/C 56963F
/16/06 TO	TAL:	1,283.40 C/B	TOTAL: 13	34,436.97 A/	C TOTAL: 1,283.4



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ENDOR NAME GREAT WHITE BEA DOCUMENT NUMBER "			O. 000066423		1:OF 2
	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NETAMOUN
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CESCOSTATE INTERNATION OF THE STATE OF THE S	. , ,	12/08/05	-1152,00 -REASON CODE	anyy i	24152
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GGPTZHALLENGE - OFF INV.CLAIM O OP ADVERTISING ALLOWANCE				0.00	3673
BU50095AR	<del></del>	1 0444	REASON CODE 🙃	A008	- 4000 美國
DOTTONAL RTV DISCOUNT		01/11/0 <del>8</del>	-41:47	0.00	100 100 111
LOWANCE - RTV		<u> </u>	RÉASON CODE	74011	- 7425
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LOWANCE - WAREHOUSE			****		
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LOWANCE-RTV					- 313
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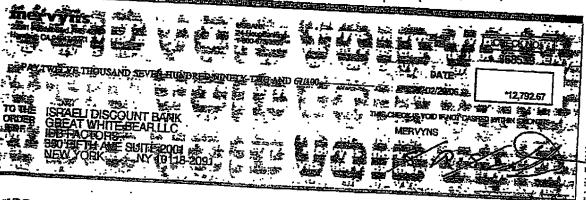
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CBC5009SEWH	3		25/05	REASON CO		A011		] .	
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GB050098ACA	3	01/19/0		ASON CODE		A015			ļ
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CB050096AWH WAREHOUSE DISCOUNT	3	01/19/06	-   -	-40.28		A011			╛
ALLOWANCE - WAREHOUSE	1	1		100	. ]		700	-40.26	1
CB0500968CA		01/19/08	RE/	SON CODE	_L_	A015	j		1
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LERA LLC		- 301100				•	•		936.00	77 936
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	CAN LLC ,						٠.		·# 01.00	1,767 7,402
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WHEN WRITING OR CALL MERYYN'S (763) 440-1062

VENDOR NAME GREAT WHITE BEAR I DOCUMENT NUMBER		AEMOON !	O. 000066423		
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CB0500958CA	1 1	12/30/05	12388,80	0.00	1298
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AP CHAIRMAN AND AND AND AND AND AND AND AND AND A	<u>.</u>	02/16/06	247.78	是 A015	
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CLIENT DAILY CASH REPORT IDBCRD001 05/03/06 PAGE 1 1200 GREAT WHITE BEAR LLC CLIENT: CHK. DATE CHK NO. S CHK AMOUNT ITEM\_NBR ITEM AMOUNT <u>TRAN</u> MARSMAF01 MARSHALLS 4/27/06 469676 050398 18,480.00 **4ERVCAHO1** MERVYN'S LLC 10/25/05 355175 000000 10/25/05 355175 1,152.00-A/C 000000 10/25/05 355175 6,423.20-A/C 355175 10/25/05 000000 11,080.32-355175 A/C 000000 10/25/05 4,860.00-355175 A/C 000000 10/25/05 8,073.00-355175 A/C 141,162.28- C/B PREVIOUS CHARGEBACK 10/25/05 355175 000000 172,750.80 S/P MAFOI XXAM LT 4/27/06 469676 3,696.00 050414 3,696.00

C/B TOTAL: 141,162.28- A/C TOTAL:

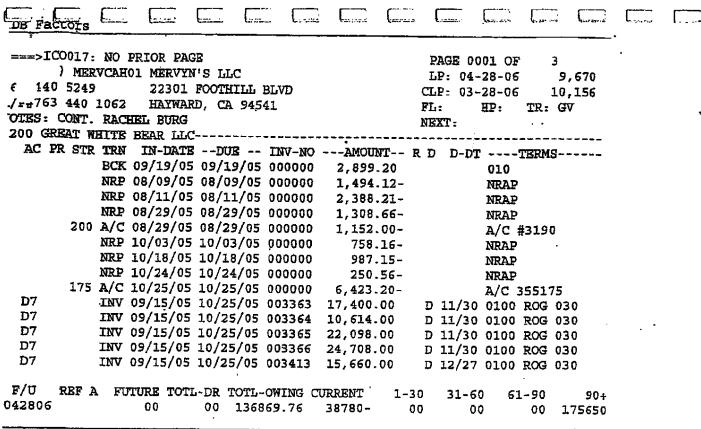
0°'03/06 TOTAL:

22,176.00

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CLIENT: 1200 GREAT WHITE BEAR LLC

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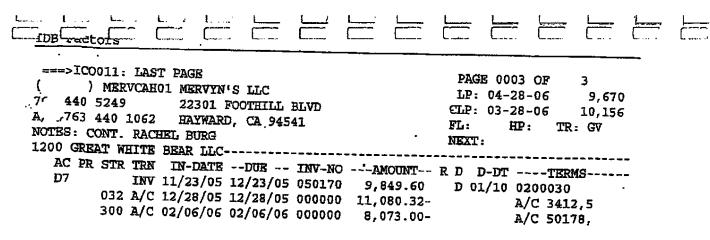


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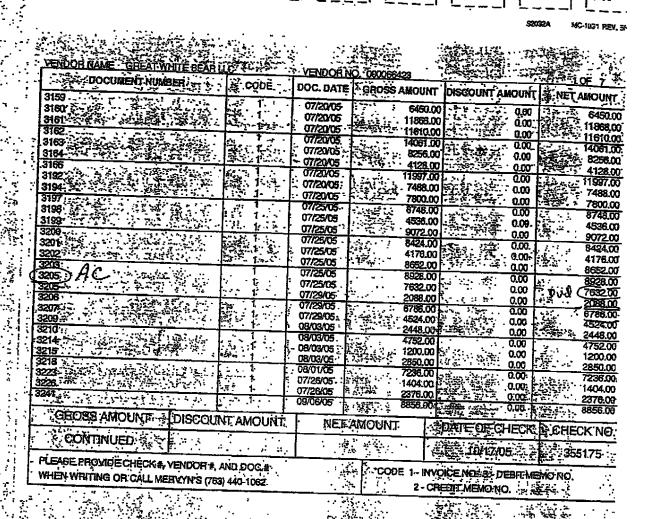
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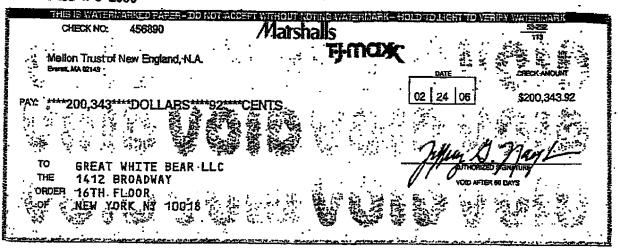
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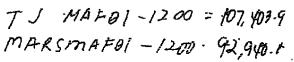
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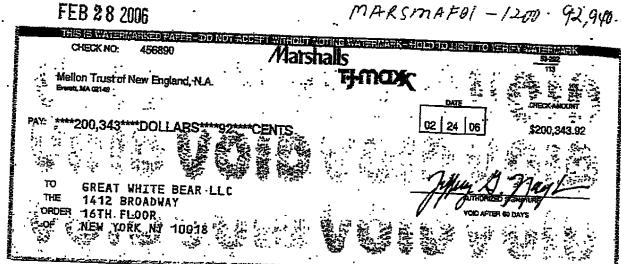
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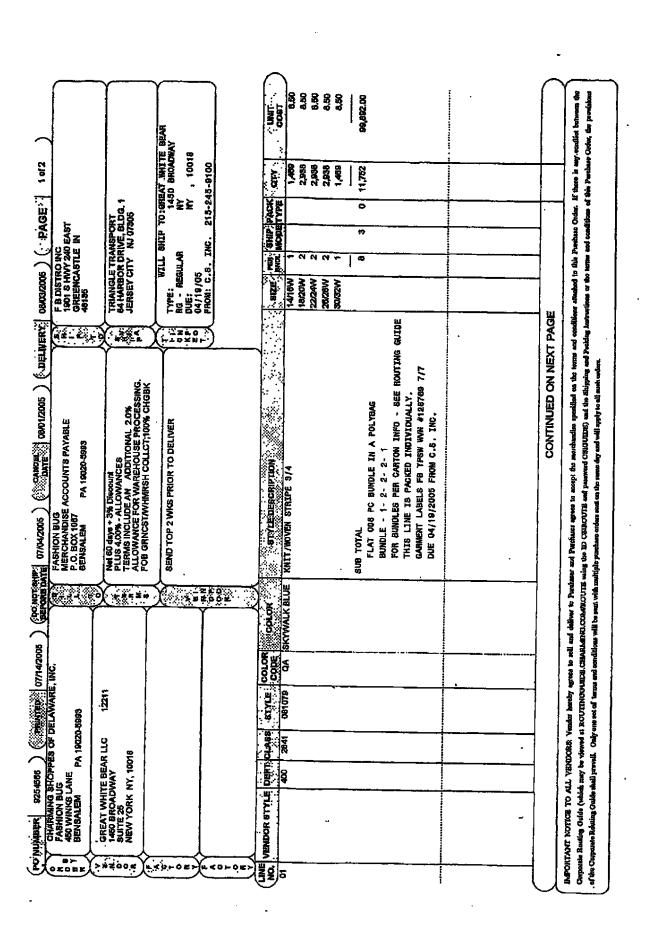
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### FITOK MERCHANDISE ACCOUNT REMITTANCE STATEMENT

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EXHIBIT 7 TO THE FINAL EXPERT REPORT OF STEPHEN J. RANKEL, C.P.A.



TERMS AND CONDITIONS As used herein "Durastic Purchase Orders" shall refer to morehandise purchased other than through a faceling (non-U.S.) Letter of Credit, This Furthese Orders" shall refer to morehandise purchased force of the provisions of Furtheses of Force of the furthese Order is subsective that the subsection of the provisions of Furtheses of the Comparised brain of the furthese of the comparised through the furthese Order on the Routing Outel, as some may be amended from time to the further of the Corporate Routing Outel, as incorporated further through the further of the Corporate Routing Outel, the further of the Corporate Routing Outel, the further of the Corporate Routing Outel or the Rose bareof are incorporated furties by reference. (PO NUMBER) 9254566 ) ( PRINTED | 07/14/2005 ) (BEFOREDATE | 07/04/2005 ) ( DELINERY | 06/03/2005 ) ( PAGES | L10/12

1.DULYVERY Those is of the sessured and if delivery of merchandine is not made in the quantities, at the time or in the manner specified, Purchaser reserves the right, visitout lifethy and of the copies and control of the copies and control of the copies and control of the copies and control of the copies and control of the copies and control of the copies and control of the copies and control of the copies and control of the copies and control of the copies and control of the copies and control of the copies and copies an

LEMIPPING INSTRUCTIONS Edipping to be in accordance with instructions on free beronf and Corporate Rossling Ouide. Freight charges to be assessed as per Corporate Rossling Guide.

3.AUTIORIZATION Purchaser Will not be responsible for any morthandise delivered unless specifically authorized by written Furchase Order on this Green.

\*AMODIFICATION OF ORDER Medifications to this Order, or changes in the merchandise ordered, may only be suthorized by insuance by Purchaser of new or revised Purchase Order which scompopules new terms.

5.2 Will CE Vendor's prices shall be as set forth on face bereef, unless modified as provided berein. Vendor's price is sebject to adjustment for discounts, allowance, and chargebooks imposed by Penchasar. Vendor will pay for all banglags, tickets and labels supplied by Penchasar.

6.DNVOICES.
A. Donatio Pershave Orden. Each invoice sust indicate where merchandise was shipped to and must be accompanied by executed copies of all shipping papers. Send itemated invoices the Member of Members and must above this Furduses Order Namber.

B. Oversea Purchase Orders. All invoices must be written in the Zuglish language and the Vendor's invoices must state the component antested in the component antested in the component antested in the component antested in the component antested by the anexactualized to parametrized by the larves of the Links of Bases of America and Parametrized by the larves of the Links of Bases of America and the requirement of the requirement of the registration of the Classon and Darber Protection ("CEP").

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INDONTANT NOTICE TO ALL VENDONS: Vanior hereby agrees to sell and deliver to Parthaust and Parklaser agrees to accept the merchandise specified on the forms and conditions situated to this Parchaust Codes. If there is any Corporate Houling Glidde (widch may be viewed at ROUTHNOGUIDE.CHARLAING.COMMOUTE weig the LD CSIBOUTE and password CSIGUIDE) and the Shipping and Packing leaturables on the berns and conditions of the Corporate Rooting Guide shall prevail. Only one set of feams and constitions will be sent with multiple purchase orders sent on the same day and will apply to all sent orders.

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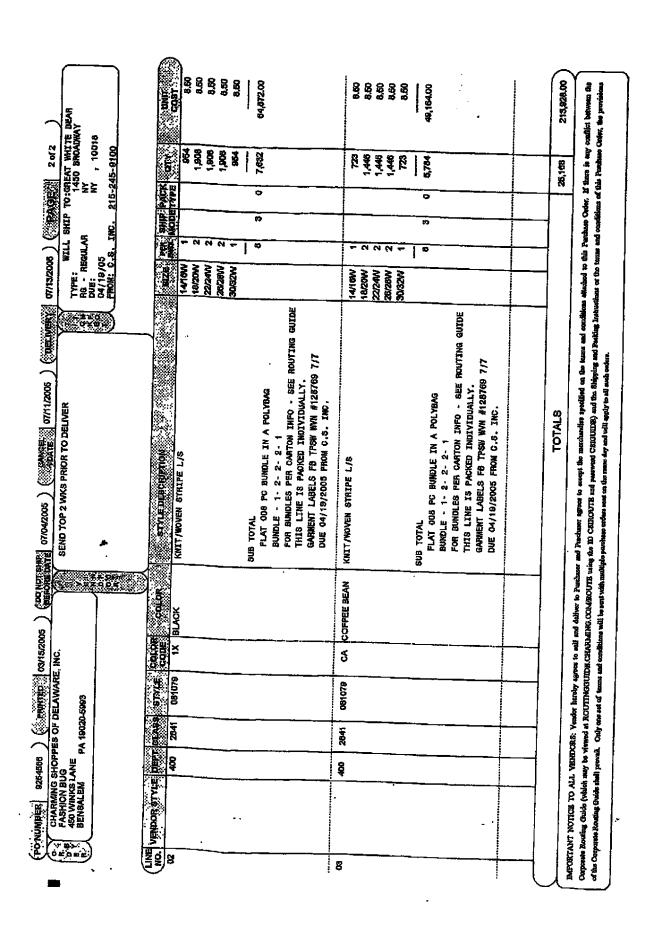
15. ENTIRE ACRIMINATY The terms and conditions of this Purchase Order shall be deemed to be accepted by Vendor shipment of merchandles set forth on the face heard, or upon Vendor's acceptance in any collective the ventor of the Uniform Commercial Code healtding but not limited to Sections 2-201 and 2-206 thereof. This contract and Purchaser's Carponic Rossing Building from time to time, contains the early sequences the numerical code in the superance of the sup

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TERMS AND CONDITIONS As used harsts "Demestic Purchase Orders" shall refer to merchandise purchased other than through a fewign (see-U.S.) Letter of Cardit; "Oversear Purchase Orders" shall mean merchandise purchased broken is subject to, and Venior agrees to comply with, all of the purchases of Perchases Rewing Guide, as some ang be amended from these than the creat of any conflict between the provisions are incorporated basein by reference. In the event of any conflict between the provisions of the Omeran Cardet and the Omeran Cardet and the Omeran Cardet and the Omeran Cardet on the fine hareof are incorporated benein by reference.

LDELIVERY Time is of the easence in this contract, and if delivery of meethendide is not made in the runner or in the manner specified, Furchaser reserves the right, without liability and at its option, and in an other light and remedies to (a) reject the merikanties and cancel this Covier or (b) socept the mendacidist with a senseption piece made or the mental of

L.SHIPPING INSTRUCTIONS Shipping to be in accordance with instructions on face hereof and Corporate Routing Cuide, Freight charges to be assessed as per Corporate Routing Cuide,

5.PRECE Vendor's prices chall be as set florth on face hereof, unless modified as provided herefa. Vendor's price is subject to adjustment for discounts, allowances, and chargebacks imposed by Purchaser. Vendor will pay for all 3.AUTHORIZATION Purchaser will not be responsible for any merchandise delivered unless specifically authorized by variten Purchase Order on this farm.

4.MODIRICATION OF ORDER Medifications to this Order, or changes in the more than ordered, may only be authorized by issuance by Purchaser of have or revised Purchase Order which is nonporates seew temps.

6.INVOICES
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B. Oversea Purchase Orders. All involves must by verific is to the Taggish leaguage and that Vandord knowles must specify the country of origin, Purchase Order blooms. Use special in the membraciles, the quantity by verific or percenting of each composure material is a chief verification and the control of the country of origin, a final country of the country of origin, and the country of the country of origin and the country of the country of the country of origin and the country of the country

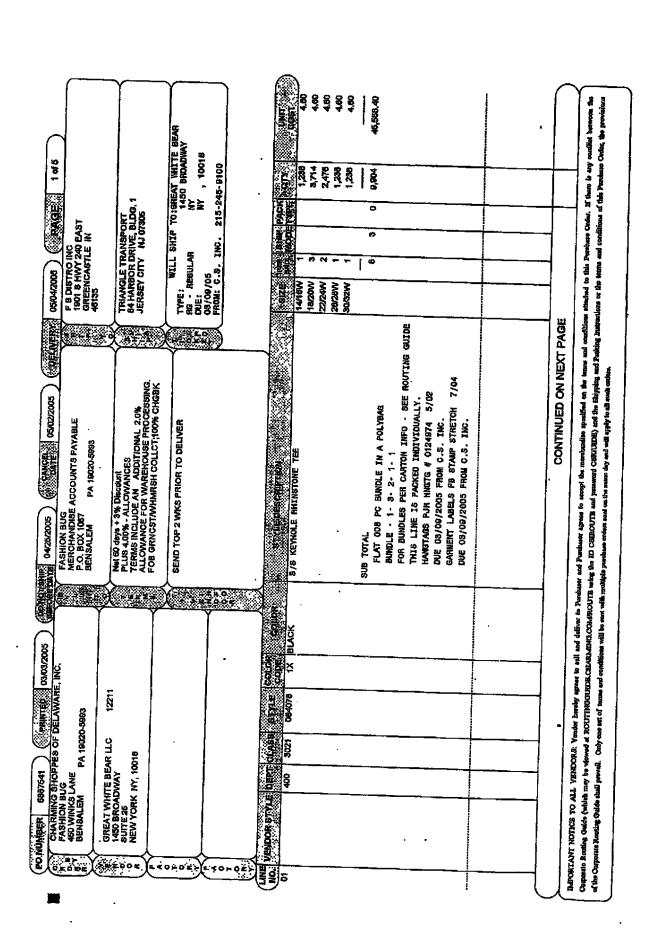
VENDORES WARRANTIES. Vendor furoby warrants that all of the merchandite furnished shall be of merchantable quality and fit for Purchaser's purposes and that it shall conform to Pstechnew's specifications and Vendor's

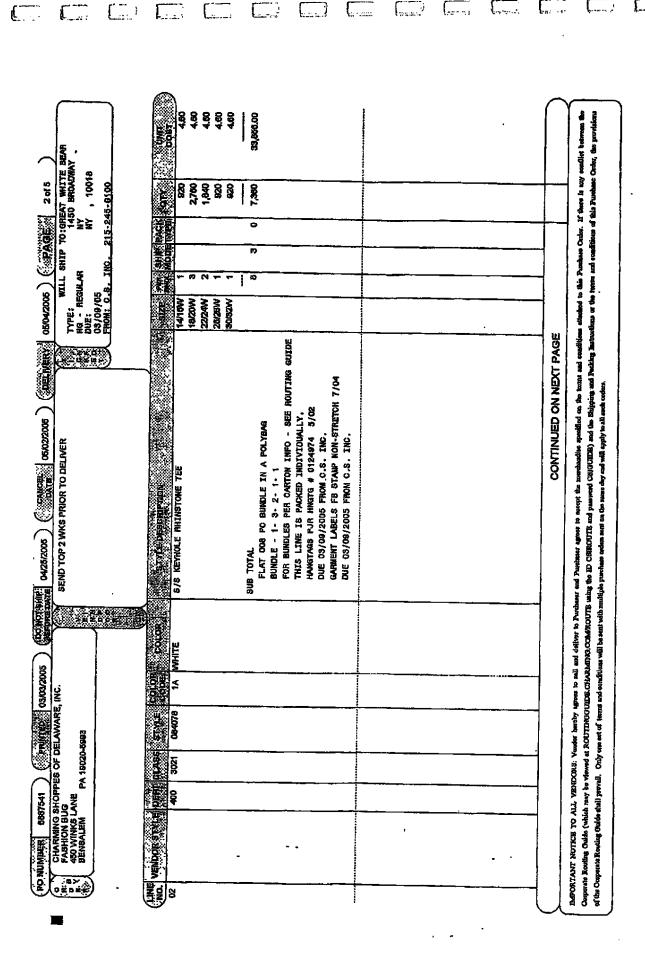
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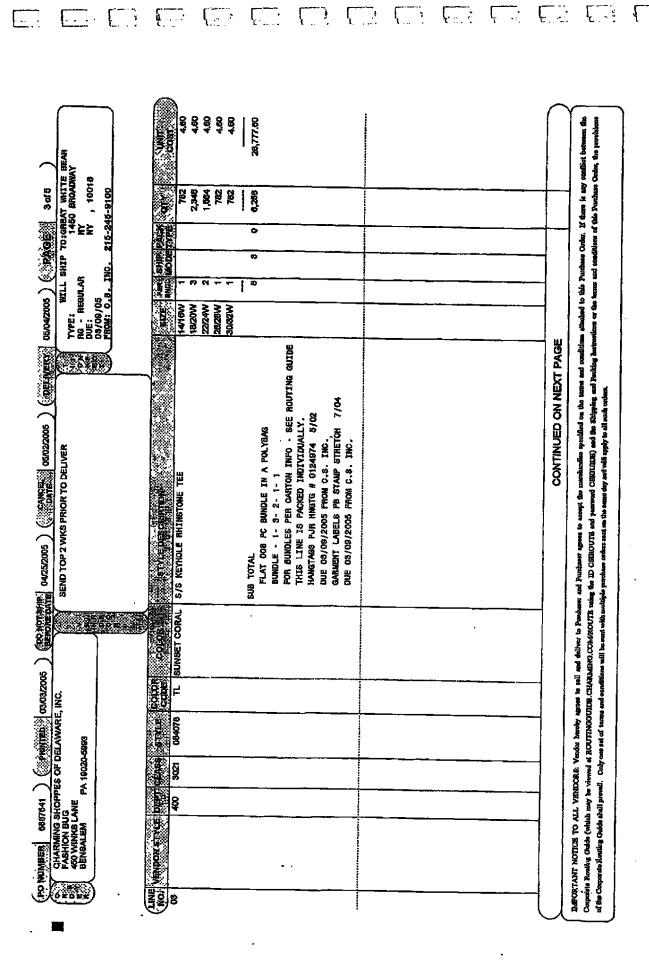
15. ENTIRE ACREBRENT. The terms and conditions of this Furdame Order shall be deemed to be accepted by Vender upon Vender's shipment of marchandide set forth on the face hered, or upon Vender's acceptance in any agreement, solven the Desire Committee of states, as amended from lime to these conditions between the practice. This contract confinement is also suprement, sales agreement, involve or other such document such the contract confinement in the practice. This contract may only be modified by those contract may only be modified by these contract confinement, and a suprement involve or other such document such the behings on Proceedings of the Process of

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TERMS AND CONDITIONS As used havin "Domesic Furthme Orders" shall refer to menchandise purchased other than through a foreign (see-U.S.) Letter of Credit, This Perchase Credes is ender to, and Vander again to comply with, all of the provisions of Furthmente Credit, This Perchase Credit. This Perchase Credit and Vander again to comply with, all of the provisions are incorporated haven by reference. In the sweet of any conflict between the provisions of this Captorie Chief, the graviting Chief, the graviting of the Captorie Routing Chief the provisions of the Captorie Chief the Captorie Chief. 1.DELYCENT Time is of the escence in this contract, and if delivery of maximanties is not made in the quantities, at the time or in the manner specified, Furchaser reserves the right, without Medicine and exceed this content as an experiment of the maximal produces and a second the content of the maximal produces and a second to maximal produces and a second to maximal produces and the parts of the maximal produces and a second to maximal produces and the involves. Vendor shall be changed to a second from the form of the maximal produces and the parts of the maximal produces and the parts of the maximal produces and the parts of the maximal produces and the parts of the maximal produces and the parts of the maximal produces and the parts of the maximal produces and the parts of the parts

A.SHIPPING INSTRUCTIONS Shipping to be in accordance with instructions on face beroof and Corporate Routing Guide. Freight charges to be assumed as per Composate Routing Guide.

3.AUTHORIZATION Purchastr will not be responsible for any merchandise delivered unless appointally authorized by varites Furchase Order on this form.

\*\*AMODIFICATION OF ORDER Modifications to the Order, or changes in the unstrained disc ordered, may only be authorized by sentance by Parchaser of servised Panchase Order which secons soor serms.

S.PRICE Vondor's prices shall be as set forth on face hereof, unless medified as provided herein. Vendor's price is subject to advancent for discounts, allowances, and chargebacks imposed by Purchaser. Vendor will pay for all

6.INVOICES

A. Domestic Purchase Coden. Each invoice must be accompanied by excerted copies of all shipping papers. Soud iterated invoices directly to Merchandre Accounts Payable at the address specified in the Conporate Routing Guide. Each invoice must be accompanied by excerted copies of all shipping papers and must show the Purchase Circle Number.

B. Overseas Purchase Orden. All invoices must be verifien in the English language and the Vicodor kevotes must but declined component answell is in child verifiet, the net weight per dones of well size used all but declined and personnel control of the state of the Numbers, the child of weight, the net weight per dones of well size used and state before the Numbers of the Carter of the State of Charters and State of the Numbers of the State of the Numbers of the State of the Numbers of the State of the Numbers of Charters and State of the Numbers of the State of the Numbers of Charters and State of the Numbers of the State of the Numbers of the State of the Numbers of the State of the Numbers of State of Numbers of N

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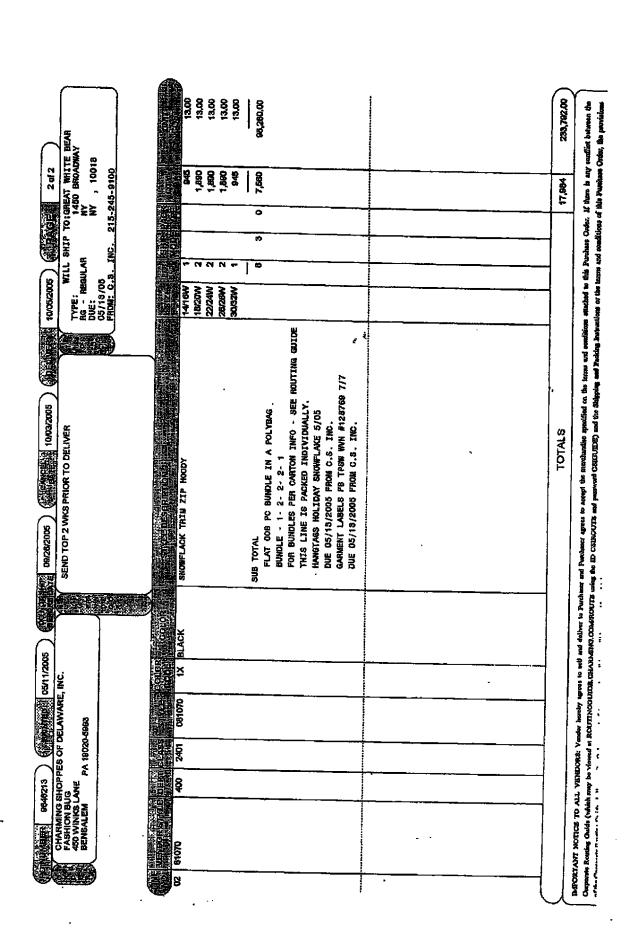
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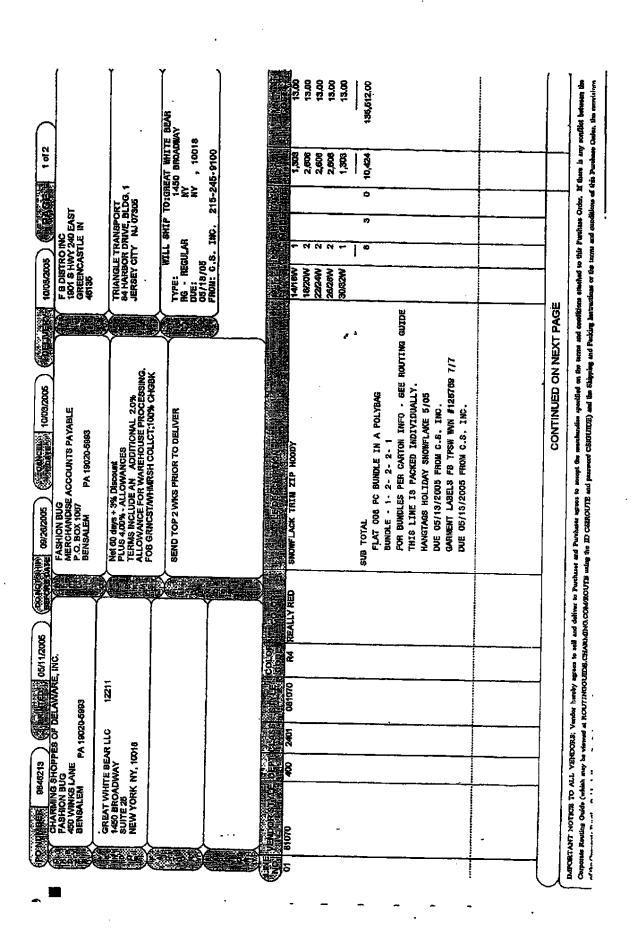
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1.DELYERY Time is of the essence in this contract, and if delivery of merchandise is not made in the quantities, at the time or in the memory specified, Purchaser reserves the right, without liability and at its second this Order or (t) accopt the merchandise with a recognise for any other rights and removed of the merchandise. In the second the contract of the merchandise with a recognise for the merchandise, in the second the merchandise, whose the price of the merchandise by the difference is not between appelled routing and the wind a family in the price of the merchandise in the price of the merchandise of the merchandise in the price of the merchandise of the merchandise of the merchandise in the price of the merchandise of the merchandise in the price of the merchandise of the merchandise in the price of the merchandise of the merchandise in the price of the merchandise of the merchandise in the price of the merchandise in the merchandise in the price of the merchandise in the price of the merchandise in the merchandise in the price of the merchandise of the merchandise in

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4.MODIETCATION OF ORDER Modifications to this Order, or changes in the merchandles ordered, may only be sufferized by issuance by Purchaser of new or revised Purchaser Order, which incomparates new terms. S.PRUCH Vendor's prices shall be as set fouth on hanglage, itskets and labels supplied by Purchaser.

# 6.INVOICES

A. Domestic Purchase Cucien. Each invoice must indicate was attended to and must be accompanied by consulated opins of all shipping papers. Sand itemized invoice directly to Mandandlee Accounts Payable address specified in the Corporate Routing Guide. Bach invoice must be accounted by executed copies of all shipping papers and must show this Furthese Order Number.

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No. Section 1

F B DISTRO INC 1901 S HINY 240 EAST GREENCASTLE IN 46135	TRIANG 84 HARB JERSEY	MILL SHIP TO:GREAT WHYTE BEAR RG - REQUIAR NY DUE: 04/19/05 FROM: 0.6, INC, 215-245-9100	0 0 0	SUSSEN 1 1,469 8.50  SAGE TO 11,762 99,892.00  - SEE HOUTING GUIDE  LLY.  [28769 7/7	CONTINUED ON NEXT PAGE
FASHION BUG MERCHANDISE ACCOUNTS PAYABLE P.O. BOX 1087 RENSALEM PA 18020-5983	Net 60 days + 3% Discount PLUS 4.00% - ALLOWANCES TERMS INCLUDE AN ADDITIONAL 2.0% ALLOWANCE FOR WAREHOUSE PROCESSING, FOB GRNCST/WHINRSH COLLOT;100% CHGBK	SEND TOP 2 WKS PRIOR TO DELIVER	KALT/MOVEN STRIPE 8/4	SUB TOTAL FLAT 008 PC BUNDLE IN A FOLYBAG BUNDLE - 1-2-2-1 PON BUNDLES PER CARTON INFO - SEE 1 THIS LINE IS PACKED INDIVIDUALLY, GARNENT LABELS FB TPSW W/N #128769 DUE 04/19/2005 FROM C.S. INC.	CONTINU
FASHION BUG 480 WINK'S LANE BENSALEM PA 19020-6993	GREAT WHITE BEAR ILC 12211 1450 BROADWAY 8UITE 28 NEW YORK NY, 10018		400 2841 084079 QA SKWALK BLUE		APORTANT NOTICES ITO ALL STREAMERS US.

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LDELYERY. Thus is of the essence is this contract, and if dailyery of merchandres is not made in the time or in the manner specified, Paschaser reserves the right, without liability and at its option, and is directly contract the marchandres and cancel the merchandres of the marchandres with a rangedised price and/or charge over the marchandres. In the event Purchaser's Corporate Routing out to marchandres with a ranged so of the marchandres, Vendor shall reduce of the marchandres in our between capacities and the marchandres of the marchandres of the marchandres of the marchandres when the price of the marchandres of the invoice. Vendor that he all ones is now in the difference in our between capacities of the invoice. Vendor, whether under this Purchase Order or characte. Meachandres from any payment due vendor, whether under this Purchase Order or characte. Meachandres from any payment due vendor, whether under this Purchase Order or characte. Meachandres from any jestundres at designated from any payment due or at the part of the character of the party facility, steamship lias or airling).

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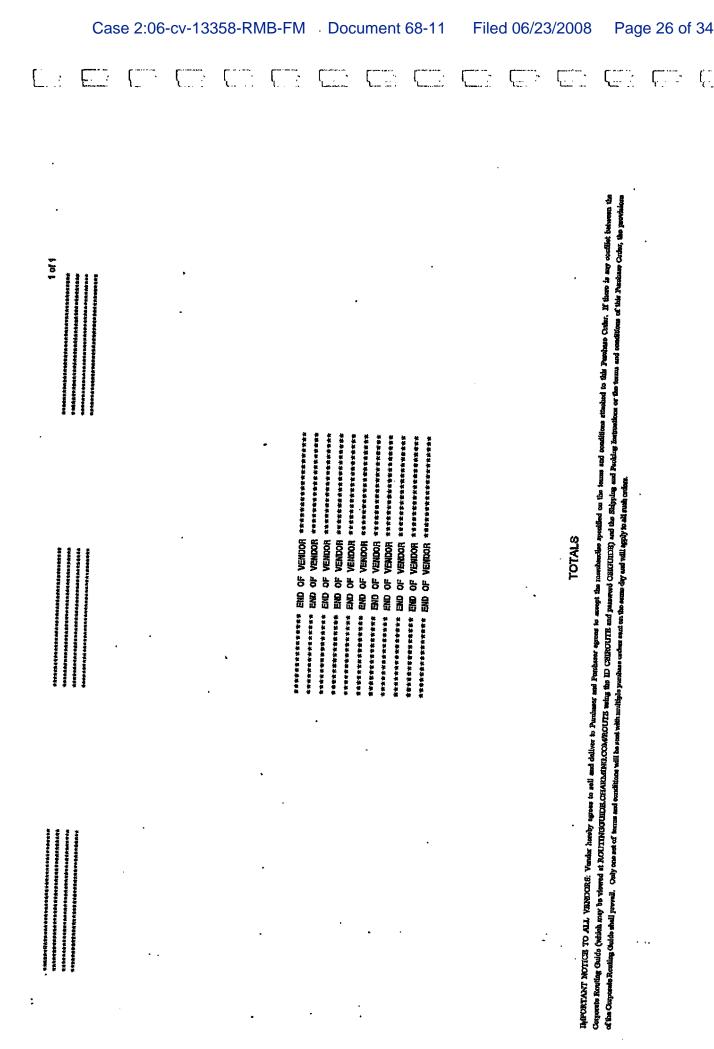
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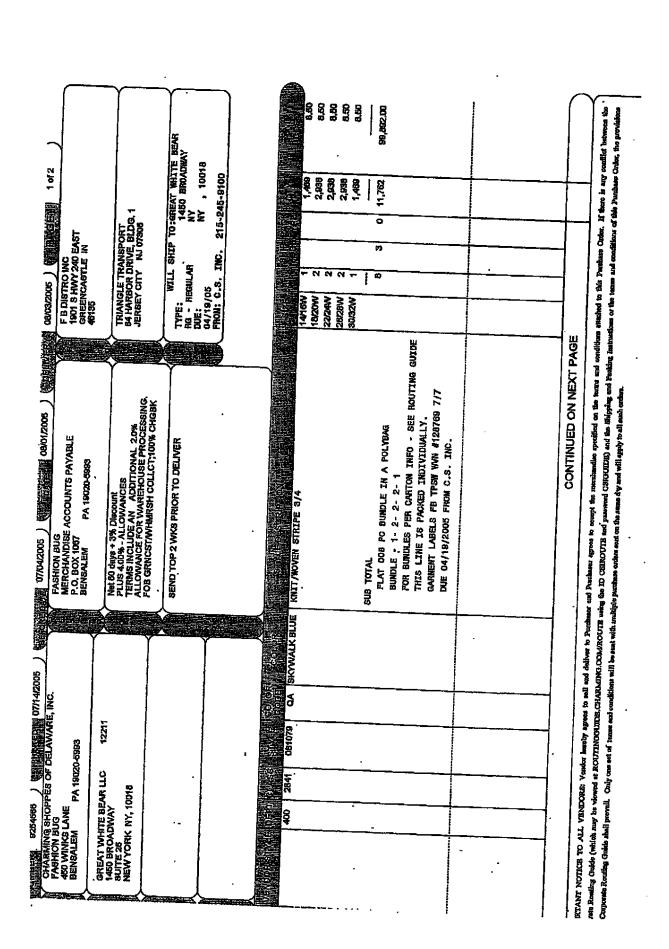
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# **GREAT WHITE BEAR LLC Account QuickReport** January through December 2005

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# EXHIBIT U

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	· .
Great White Bear, LLC,	06 Civ. 13358 (RMB)(FM)
Plaintiff,	
-against-	
Mervyns, LLC,	
Defendant.	,

MEMORANDUM OF LAW IN SUPPORT OF
DEFENDANT'S MOTION TO STRIKE ITEMS 3, 4, 5, 6, 7, AND 8
FROM THE EXPERT REPORT OF STEPHEN J. RANKEL AND FOR FEES AND COSTS
RESULTING FROM PLAINTIFF'S FAILURE TO COMPLY WITH FRCP 26

ORRICK, HERRINGTON & SUTCLIFFE LLP 666 Fifth Avenue
New York, NY 10103-0001
212-506-5000

Attorneys for Defendant Mervyn's LLC

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Fed. R. Civ. P. 37(c)	im

Defendant Mervyn's LLC ("Mervyn's") respectfully submits this memorandum of law in support of its motion, pursuant to Rule 26(a)(2)(B), Rule 37(b)(2) and Rule 37(c)(1) of the Federal Rules of Civil Procedure ("FRCP"), to strike Items 3, 4, 5, 6, 7, and 8 of the expert report of Plaintiff's damages witness Stephen J. Rankel, and to preclude Plaintiff's reliance on any testimony concerning those alleged Items of damages by Mr. Rankel. Mervyn's further seeks sanctions in the form of legal fees and costs incurred by Mervyn's associated with the preparation of this motion, the two applications made to the Court regarding Plaintiff's insufficient expert reports, dated February 21, 2008 and March 21, 2008, and the three letters to Plaintiff's counsel regarding Plaintiff's insufficient expert reports, dated February 6, 2008, February 19, 2008, and March 6, 2008.

## PROCEDURAL HISTORY

On January 21, 2008, pursuant to the Court's amended Order, Plaintiff Great White Bear, LLC ("GWB") served two expert reports on Mervyn's, one by Laurence P. Lazar, an industry witness, and the other a damages report by Stephen J. Rankel. Both of GWB's reports failed to meet the requirements of FRCP 26(a)(2)(B). Mr. Rankel's initial report is attached hereto as Exhibit A to the Declaration of Lisa T. Simpson, dated April 17, 2008 ("Simpson Decl."). On February 6, 2008, Mervyn's sent a letter to counsel for GWB identifying the deficiencies in GWB's expert reports and requesting that GWB immediately provide reports in conformity with the requirements of FRCP 26 so that Mervyn's' expert witnesses could proceed to prepare their responsive reports. See Simpson Decl. Ex. B. GWB's counsel responded by letter dated February 11, 2008 (but faxed February 13, 2008), informally providing some of the information requested and agreeing to provide supplemental reports. See Simpson

Here, Mervyn's does not raise the sufficiency of GWB's FRCP 26 expert report for GWB's industry expert, Laurence P. Lazar. However, Mervyn's reserves the right to move to exclude Mr. Lazar's opinions following his deposition, if deemed warranted and appropriate at that time.

Decl. Ex. C. By letter dated February 19, 2008, Mervyn's indicated that it would await the promised supplemental reports so that Mervyn's' expert witnesses could perform a meaningful analysis and provide a response. See Simpson Decl. Ex. D. Mervyn's requested that GWB provide a date on which it would produce its supplemental reports and further requested that GWB agree to a reasonable date thereafter for Mervyn's to submit its own expert witness reports. Thereafter, the parties exchanged emails on the subject of GWB's reports (see Simpson Decl. Ex. E), and GWB provided, on February 20, 2008, a supplemental report of one of its two expert witnesses, Laurence P. Lazar, promising to provide the supplemental report of its damages witness "shortly." See Simpson Decl. Ex. F.

With the deadline for Mervyn's' expert reports rapidly approaching and having yet to receive a complete report from Mr. Rankel, on February 21, 2008, Mervyn's made an application to the Court requesting that the Court (1) set a firm date for the production of GWB's promised supplemental report from its damages witness, Mr. Rankel; and (2) provide an extension of the deadline for Defendant to serve its expert reports to a reasonable date thereafter. See Simpson Decl. Ex. G. On February 25, 2008, in response to Mervyn's' request, the Court ordered GWB to provide Mervyn's with "complete" expert reports by March 14, 2008 ("the February 25 Order"). See Simpson Decl. Ex. H.

On February 29, 2008, GWB provided Mervyn's with a supplemental damages report from Mr. Rankel. See Simpson Decl. ¶ 10 and Ex. I. Again, this report was insufficient and counsel for GWB was so advised in a letter dated March 6, 2008. See Simpson Decl. Ex. J. On March 17, 2008, Mervyn's received Mr. Rankel's second supplemental damages report. See Simpson Decl. ¶12 and Ex. K. The second supplemental report, representing GWB's third

attempt to satisfy FRCP 26, again failed to comply with FRCP 26 and was also in violation of the Court's February 25 Order.

On March 21, 2008, Mervyn's made an application to the Court requesting that Mervyn's be allowed to make a motion pursuant to FRCP 37(b)(2) and FRCP 37(c) to strike the expert report of Mr. Rankel and preclude GWB's reliance on that report or any related testimony. Mervyn's also sought the recovery of expenses, including attorneys' fees, for GWB's failure to comply with FRCP 26 and the Court's February 25 Order. *See* Simpson Decl. Ex. L. On April 8, 2008, the Court held a telephone conference during which the Court, generously providing GWB with yet another chance to provide a compliant report, ordered GWB to provide Mervyn's with a "final expert report, together with any necessary schedules and other documentation" by 5:00 pm on April 10, 2008 ("the April 8 Order"). See Simpson Decl. Ex. N.

On April 10, 2008, Mervyn's received Mr. Rankel's final damages report (the "April 10 Report"). See Simpson Decl. Ex. O. The April 10 Report, while certainly increased in heft, is not improved in substance. Although GWB appropriately removed three categories of damages for which it had absolutely no support -- unjustified chargebacks, travel, and showroom deposits, valued at \$225,000, \$12,000, and \$400,000 respectively -- and made adjustments to other amounts, GWB's fourth attempt at providing a report in compliance with FRCP 26 fails yet

Less than an hour before the parties' pre-scheduled telephonic conference on April 8, 2008 with Magistrate Judge Maas, GWB faxed yet another untimely and inadequate supplement to Mr. Rankel's report. See Simpson Decl. Ex. M. Given the Court's April 8 Order, there was no need to review or consider this supplement.

Aside from the FRCP 26 deficiencies that are the subject of this motion, the April 10 Report's assembly is confusing at best. Besides the innumerable typos found throughout the April 10 Report, Mr. Rankel misnumbers his damages "Items." In the body of the April 10 Report, the damages "Items" are numbered 1, 2, 3, 4, 5, 7, 8, and 9, while in the Summary of Damages Chart, the damages "Items" are consecutively numbered from 1-8. References to the "Item" numbers herein will correspond to the consecutively numbered list of damages found in the Summary of Damages Chart on page 5 of the April 10 Report. See Simpson Decl. Ex. O.

In addition, Mr. Rankel's April 10 Report provides Exhibit numbers that are not consecutive. Mr. Rankel cites to Exhibits 1, 2, 4, 9 and 11 in his Report and then provides documentation behind tabs that are titled Exhibit 1, Exhibit 2, Exhibit 4, Exhibit 7, and Exhibit 8. It appears that the citation to Exhibit 9 in the April 10 Report can be found behind tab Exhibit 7 and that the citation to Exhibit 11 in the April 10 Report can be found behind tab Exhibit 8.

again. Numerous Items remain for which Mr. Rankel provides no basis for his numbers and no indication of what he relied on to reach those numbers.

#### ARGUMENT

I.

## THE APRIL 10 REPORT OF MR. RANKEL FAILS TO MEET THE REQUIREMENTS OF FRCP 26

The expert witness disclosures required by FRCP 26 are supposed to be complete and detailed. See FRCP 26(a)(2)(B), 1993 Advisory Committee Notes, at 161 (West 2008). In fact, FRCP 26 states that written reports must be provided before conducting the testifying expert's deposition, precisely so that the deposition will be able to test the opinions of the expert and their bases, and not be an exercise in trying to discover what opinions the expert holds or what the expert has based those opinions on. See FRCP Rule 26(b)(4)(A); see also Lava Trading Inc. v. Hartford Fire Ins. Co., No. 03 Civ. 7037, 2005 WL 4684238, at \*7 (S.D.N.Y. Apr. 11, 2005) (in requiring "detailed and complete" disclosures, "the drafters anticipated that depositions would be significantly shortened and narrowed, and in some cases ... might be entirely obviated."). To meet these ends, FRCP 26(a)(2)(B) specifically requires that an expert report contain:

- a complete statement of all opinions the witness will express and the basis (i) and reasons for them;
- the data or other information considered by the witness in forming them; (ii)
- any exhibits that will be used to summarize or support them; (iii)
- the witness's qualifications, including a list of all publications authored (iv) in the previous 10 years;
- a list of all other cases in which, during the previous four years, the (v) witness testified as an expert at trial or by deposition; and
- a statement of the compensation to be paid for the study and testimony in (vi) the case.

As set forth below, Mr. Rankel's April 10 Report fails to provide the "basis" for his damages conclusions and/or fails to identify the "data or other information considered by the witness" with respect to Items 3, 4, 5, 6, 7, and 8 (collectively referred to as the "Items").4 Consequently, those Items must be stricken from the April 10 Report and reliance upon them by Mr. Rankel precluded. See Maurizio v. Goldsmith, No. 96 Civ. 4332, 2002 WL 535146, at \*3 (S.D.N.Y. Apr. 9, 2002) (precluding testimony by plaintiff's damages expert for, among other things, failing to comply with FRCP 26(a)(2)(B) by not identifying with specificity the data and information relied upon in the expert's report); Koppell v. New York State Bd. of Elections, 97 F. Supp. 2d 477, 482 (S.D.N.Y. 2000) (striking expert report for, among other things, failing to provide "a clear understanding of the data upon which [the expert] relied, as well as the specific bases for his opinions," as required by FRCP 26(a)(2)(B)).

#### The Court Should Strike Items 4, 5, and 6 Because Α. The April 10 Report Fails to Cite to Any Supporting Documentation or Any Basis for the Claimed Amounts

The following three Items should be stricken, as Mr. Rankel provides absolutely no documentation or other information indicating the basis for the numbers he asserts:

# Item 4: Lost Samples and Development Costs Totaling \$7,500

Item 4 of the April 10 Report asserts a claim for lost sample and development costs and concludes, without citation to any supporting documentation, that "[t]hese expenses may conservatively be set at \$7,500.00." Damage figures in FRCP 26 expert reports cannot be set at random, whether "conservatively" or not. This number amounts to nothing more than a guess. Interestingly, GWB's original claim for these expenses was \$90,000. Regardless of the

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Mr. Rankel attaches what can best be described as a random assortment of documents for Item 1. However, with some effort, Mervyn's' experts believe that they can opine on the inaccuracies of Mr. Rankel's conclusions with what has been provided for Item 1 and Item 2. Mervyn's, therefore, does not move to strike those Items at this time. Mervyn's reserves the right, however, to move to exclude those Items pursuant to Federal Rule of Evidence 702 and the standards set forth in Daubert v. Merrell Dow Pharm., Inc., 509 U.S. 579 (1993) following the deposition of Mr. Rankel.

steep reduction in damages, GWB is still unable to provide any documentation or any basis for arriving at this random, round number. Therefore, Item 4 should be stricken.

#### Item 5: Lost Additional Employees Time and Effort Totaling \$260,049.04

Item 5 seeks to recover for lost additional employee time. Based on prior criticism of this Item, GWB has added, for the first time, an actual list of employee names and alleged compensation figures. However, this new attempt to comply with FRCP 26 still fails. Once again, GWB's April 10 Report neither references nor attaches a single document or payroll record that it purports to rely on in asserting the salary or benefits for the named employees. For example, the "designer" is only identified by her first name, "Bebe," evidencing to Mervyn's that GWB does not even have documentation sufficient to provide her last name. The listed compensation figures again appear to be numbers that have been picked out of a hat - they are conspicuously round (except for one), and for those that are allegedly "a portion" of a prior employees' salary, Mr. Rankel does not provide the base salary or the percentage used to calculate these figures. For new hires, start and end dates are also glaringly absent. Mr. Rankel also tags on a random \$5,000 for this Item with no stated basis for the amount. Given Mr. Rankel's failure to provide the basis for these numbers or attach documents sufficient to show the information he relied on in arriving at these numbers, the Court should strike Item 5 from GWB's April 10 Report.

# Item 6: Interest - Returns, Cancelled Orders, <u>Unjustified Chargebacks Totaling \$10,000</u>

In Item 6, Mr. Rankel claims that GWB has lost interest. In earlier versions, this figure was \$40,000, but it now stands at the round number of \$10,000. Mr. Rankel does not even attempt to provide documentation or a basis to support this number. Rather, he writes that the

number for this claim "may reasonably and conservatively be set at \$10,000.00." Once again, this amounts to nothing more than a guess. It too should be stricken.

#### The Court Should Strike Items 3, 7, and 8 As Mr. Rankel Sets B. Forth No Basis or Relevant Documentation to Support the Claims

Although Mr. Rankel purports to provide some documentation for the following three Items, that documentation is either entirely irrelevant on its face or Mr. Rankel fails to provide any indication of the basis for the numbers he arrives at:

Item 3: Returns, Cancellations and Unjustified Chargebacks for Accepted Garments Totaling \$250,000

Item 3 purports to account for damages for unjustified chargebacks, cancellations, and returns. For this Item, Mr. Rankel actually makes reference to a stack of documents - those behind Exhibit 4 of his April 10 Report. Many of those do not even appear to apply to Mervyn's, but rather address other retailers. Mr. Rankel does not explain how he relied on this myriad of documents to arrive at his \$250,000 figure. And, there appears to be no meaningful way to use those documents to calculate the round damages figure of \$250,000. Tellingly, Mr. Rankel makes no attempt to do so. In fact, he provides no basis whatsoever for his \$250,000 number. Further, Mr. Rankel provides no indication of which "chargebacks" GWB claims were "unjustified." There is no list or identification of such chargebacks. Numerous chargebacks were indeed made throughout GWB's relationship with Mervyn's due to GWB's dismal performance, but many, if not all, were authorized by GWB. With no basis set forth for the conspicuously round number of \$250,000, no indication of which chargebacks comprise that number and no reference to documents that actually support the number, this Item should be stricken.

#### Item 7: Lost Opportunity Cost Totaling \$700,000

In the April 10 Report, GWB claims that it was unable to supply its other customers due to its commitment to Mervyn's. The April 10 Report claims that Charming Shoppes and Cato were the two customers that GWB was unable to supply and that GWB suffered a \$700,000 loss as a result. As supposed support for this claim, GWB provides, behind Exhibit 7 (incorrectly cited to in the April 10 Report as Exhibit 9), confirmed orders from only one of the two stores supposedly affected, Charming Shoppes. Once again, the supplied documents are irrelevant and do not satisfy Mr. Rankel's obligations to set forth the basis for the \$700,000 figure or the material relied on in reaching that figure. First, these Charming Shoppe documents are purchase orders and there is no indication on these documents that these orders were not placed or filled by GWB. In fact, there are no documents evidencing lost sales at all. Second, GWB only provides purchase order documentation for Charming Shoppes and not Cato: where is support for the other supposed lost customer? Third, even if the purchase orders behind Exhibit 7 could evidence lost sales (which they do not), they do not add up to the round figure of \$700,000 (not anywhere close, in fact). As Mr. Rankel does not explain his reasoning, there is no way to determine the basis for his figure or what documents Mr. Rankel relied on to reach that \$700,000 number. His failure to disclose this information, on his fourth try, warrants the striking of this Item from his April 10 Report.

## Item 8: Lost Overseas Deposits Totaling \$494,000

Item 8 seeks to recover for lost overseas deposits. Once again, the document provided by GWB, behind Exhibit 8 (incorrectly cited to in the April 10 Report as Exhibit 11) does not seem to have anything to do with a loss of overseas deposits. The words "deposit" or "advances" are nowhere to be found on the document. Rather, the document says that the

amount of \$494,000 is the "Total Purchase of finish [sic] goods." This document, which provides no indication of any lost deposits (or even deposits at all), simply cannot provide the required basis for Mr. Rankel's opinion. Notably, Mr. Rankel does not even attempt to explain how it does; he merely attaches it. While the document total may coincide with the total claimed by Mr. Rankel, this coincidence does not provide a sufficient basis to support this Item. Consequently, this Item should also be stricken.

II.

## ITEMS 3-8 OF THE APRIL 10 REPORT SHOULD BE STRICKEN AND ATTORNEYS' FEES AND COSTS AWARDED

GWB's repeated inability to provide an expert report in compliance with FRCP 26, despite two Court Orders requiring that it do so, warrants the preclusion of Items 3-8 of Mr. Rankel's April 10 Report. GWB's failure also supports the award of costs and attorneys' fees for this motion and for Mervyn's' repeated court applications and attempts to ensure GWB's compliance with FRCP 26. Federal Rule of Civil Procedure 37(b)(2)(A) permits the Court to impose sanctions for a party's failure to comply with a court order and specifically allows the Court to strike the Items in GWB's incomplete April 10 Report and prohibit GWB from relying on them in any way. See Venite v. St. Luke's/Roosevelt Hosp., No. 01 Civ. 4067, 2002 WL 1461493, at \*2-3 (S.D.N.Y. July 3, 2002) (precluding report and testimony of defendants' expert under FRCP 37(b), noting, among other things, that the "clearly articulated" deadline to produce an expert report compliant with FRCP 26(a)(2)(B) had already been extended twice and the court had adopted a rule of strictly enforcing FRCP 26).

Similarly, FRCP 37(c)(1) provides "[i]f a party fails to provide information or identify a witness as required by Rule 26(a) or (e), the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the

failure was substantially justified or is harmless." See Williams v. County of Orange, No. 03 Civ. 5182, 2005 WL 6001507, at \*4-5 (S.D.N.Y. Dec. 13, 2005) (precluding testimony of defendants' expert under FRCP 37(c)(1) for non-compliance with discovery deadlines and because the report, by "fail[ing] to identify which portions of the materials [the expert] considered in reaching his opinions," did not comply with FRCP 26(a)(2)(B)). See also-Maurizio, 2002 WL 535146 at \*3 (precluding testimony by plaintiff's damages expert for, among other things, failing to comply with FRCP 26(a)(2)(B) by not identifying with specificity the data and information relied upon in the expert's report); Koppell, 97 F. Supp. 2d at 482 (striking expert report for, among other things, failing to provide "a clear understanding of the data upon which [the expert] relied, as well the specific bases for his opinions," as required by FRCP 26(a)(2)(B)).

Rule 37 further allows for the recovery of expenses, including attorneys' fees. See Rouson v. Eicoff, No. 04 Civ. 2784, 2007 WL 1827422, at \*10 (E.D.N.Y. June 25, 2007) (holding that failure to comply with discovery orders warrants the imposition of monetary sanctions and ordering defendant's counsel to pay the reasonable attorneys' fees and costs for plaintiff's applications to the court to compel expert discovery).

The April 10 Report omits the basis for Mr. Rankel's numbers and fails to identify the materials he relied on for each of the Items 3-8 described above. As such, his April 10 Report fails to provide the requisite elements and defeats the very purpose of FRCP 26. Furthermore, Mr. Rankel has prevented Mervyn's' financial expert from meaningfully analyzing or responding to GWB's damages report. Any analysis of Mr. Rankel's unsupported figures in Items 3-8 would necessarily be an abstract exercise that would be based on assumptions and guesses. Similarly, the April 10 Report does little to permit the efficient follow-up deposition

envisioned by FRCP 26. Since Items 3-8 simply do not satisfy the requirements of FRCP 26, they should be stricken pursuant to FRCP 37 and Mr. Rankel's testimony, as to those Items, should be precluded.

In addition, by providing four deficient expert reports (five, if you count the untimely revision provided less than an hour before the parties' April 8, 2008 conference with the Court) over the span of four months and by ignoring Mervyn's' numerous attempts to obtain a complete report, GWB has not only wasted Mervyn's' time, but has wasted judicial resources, and should be required pursuant to FRCP 37 to pay any and all legal fees and costs incurred by Mervyn's associated with (i) the preparation of this motion, (ii) the two applications made to the Court regarding GWB's insufficient expert reports, dated February 21, 2008 and March 21, 2008, and (iii) the three letters to GWB counsel regarding GWB's insufficient expert reports, dated February 6, 2008, February 19, 2008, and March 6, 2008.

#### CONCLUSION

For the reasons set forth above, Defendant Mervyn's respectfully requests, pursuant to FRCP 26, FRCP 37(b)(2) and FRCP 37(c)(1), that the Court strike Items 3, 4, 5, 6, 7, and 8 from Mr. Rankel's April 10 Report and preclude GWB from relying on Mr. Rankel's testimony with regard to any such Items of damages; and further that the Court order GWB to pay any and all legal fees and costs incurred by Mervyn's associated with (i) the preparation of this motion, (ii) the two applications made to the Court regarding GWB's insufficient expert reports, dated February 21, 2008 and March 21, 2008, and (iii) the three letters to GWB counsel

regarding GWB's insufficient expert reports, dated February 6, 2008, February 19, 2008, and March 6, 2008, as well as any other relief that the Court deems proper.

Dated: New York, New York April 17, 2007

ORRICK, HERRINGTON & SUTCLIFFE LLP

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Attorneys for Defendant Mervyn's LLC

### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

Great White Bear, LLC,

Plaintiff,

-against-

Mervyns, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

DECLARATION OF LISA T. SIMPSON

#### LISA T. SIMPSON declares:

1. I am a member of the Bar of this Court and of the firm Orrick, Herrington & Sutcliffe LLP, attorneys for Defendant Mervyn's LLC ("Mervyn's") in this action. I submit this declaration in support of Mervyn's' motion pursuant to Rule 26(a)(2)(B), Rule 37(b)(2), and Rule 37(c)(1) of the Federal Rules of Civil Procedure ("FRCP") to strike Items 3, 4, 5, 6, 7, and 8 from the expert report of Stephen J. Rankel, dated April 10, 2008, and to preclude Plaintiff Great White Bear, LLC ("GWB") from relying on Mr. Rankel's testimony with regard to those alleged Items of damages. Mervyn's further seeks to recover costs and fees incurred by Mervyn's in preparing this motion, the two applications made to the Court regarding GWB's

insufficient expert reports, dated February 21, 2008 and March 21, 2008, and the three letters, dated February 6, 2008, February 19, 2008, and March 6, 2008, sent to GWB's counsel regarding GWB's insufficient expert reports.

- 2. Attached hereto as Exhibit A is a true and correct copy of the first version of the expert report of Stephen J. Rankel, dated January 21, 2008.
- 3. Attached hereto as Exhibit B is a true and correct copy of my letter, dated February 6, 2008, to Philip Byler, counsel for GWB, identifying the deficiencies in GWB's expert reports and requesting that GWB immediately provide reports in conformity with the requirements of FRCP 26.
- 4. Attached hereto as Exhibit C is a true and correct copy of Mr. Byler's letter, dated February 11, 2008 (but faxed February 13, 2008), informally providing some of the information requested in my February 6, 2008 letter and agreeing to provide supplemental reports.
- 5. Attached hereto as Exhibit D is a true and correct copy of my letter to Mr. Byler, dated February 19, 2008, indicating that Mervyn's would await the promised supplemental reports so that Mervyn's' expert witnesses could perform a meaningful analysis and response.
- 6. Attached hereto as Exhibit E is a true and correct copy of email traffic between me and Mr. Byler on February 19 and 20, 2008 regarding supplementation of GWB's original expert reports.
- 7. Attached hereto as Exhibit F is a true and correct copy of Mr. Byler's letter, dated February 20, 2008, assuring the production of a supplemental report by Mr. Rankel "shortly."
- 8. Attached hereto as Exhibit G is a true and correct copy of Mervyn's' application to the Court (without exhibits), dated February 21, 2008 requesting that the Court (1) set a firm

date for the production of GWB's promised supplemental report from Mr. Rankel; and (2) extend to a reasonable date thereafter Mervyn's' deadline to serve its expert reports.

- 9. Attached hereto as Exhibit H is a true and correct copy of the Court's Order, dated February 25, 2008, directing GWB to provide "complete" expert disclosure to Mervyn's by March 14, 2008.
- 10. Attached hereto as Exhibit I is a true and correct copy of the supplemental expert report of Mr. Rankel, dated February 20, 2008, and received February 29, 2008.
- 11. Attached hereto as Exhibit J is a true and correct copy of my letter to Mr. Byler, dated March 6, 2008, advising that Mr. Rankel's supplemental report remained deficient.
- 12. Attached hereto as Exhibit K is a true and correct copy of GWB's second supplemental expert report of Mr. Rankel, dated March 13, 2008, and received March 17, 2008.
- 13. Attached hereto as Exhibit L is a true and correct copy of Mervyn's' application to the Court (without exhibits), dated March 21, 2008, requesting that Mervyn's be allowed to make a motion pursuant to FRCP 37 to strike the expert report of Mr. Rankel and preclude GWB's reliance on that report or any related testimony, as well as to seek sanctions, in the form of costs and attorneys' fees, for GWB's failure to comply with FRCP 26 and the Court's February 25, 2008 Order.
- 14. Attached hereto as Exhibit M is a true and correct copy of Mr. Byler's letter, dated April 8, 2008 (faxed less than an hour prior to the scheduled conference with the Court regarding Mervyn's' March 21, 2008 application), enclosing yet another supplement to Mr. Rankel's report.

- 15. Attached hereto as Exhibit N is a true and correct copy of the Court's Order, dated April 8, 2008, directing GWB to provide Mervyn's with a "final" report from Mr. Rankel by April 10, 2008 at 5:00 p.m.
- Attached hereto as Exhibit O is a true and correct copy of GWB's final expert 16. report of Mr. Rankel, dated April 10, 2008.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at New York, New York on April 17, 2008.

# EXHIBIT V

Case 1:06-cv-13358-RMB-FM Document 60

Filed 04/24/2008

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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GREAT WHITE BEAR, LLC

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

PLAINTIFF GREAT WHITE BEAR LLC'S MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANT MERVYNS LLC'S MOTION TO STRIKE ITEMS 3-8 IN THE EXPERT REPORT OF STEPHEN J. RANKEL, C.P.A. AND FOR FEES AND COSTS

NESENOFF & MILTENBERG, LLP
Attorneys for Plaintiff Great White Bear, LLC
363 Seventh Avenue - Fifth Floor
New York, New York 10001
212.736.4500

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#### INTRODUCTION

Plaintiff Great White Bear, LLC ("Great White Bear") submits this Memorandum of Law in opposition to the motion of defendant Mervyns, LLC ("Mervyns") to strike damages items 3-8 in the expert report of Stephen J. Rankel, C.P.A. and to award fees and costs. The motion should be denied. As will be explained below, damages items 3-8 in the expert report of Stephen J. Rankel, C.P.A. are compliant with Rule 26 of the Federal Rules of Civil Procedure; and fees and costs are not remotely justified under Rule 37 of the Federal Rules of Civil Procedure and interpretative case law.

At the outset, the scope of Mervyns's motion must be noted. Mervyns does <u>not</u> and rationally could <u>not</u> bring its motion under Rule 26 of the Federal Rules of Civil Procedure against damages items 1 and 2 of the expert report of Stephen J. Rankel, C.P.A.. These damages items for Mervyns's breach of contract are unquestionably more than sufficiently documented and explained. Damages item 1 is for lost profits on lost sales (\$3,976,200.00); and damages item 2 is for lost royalty payments on the Rampage license (\$286,666.66). These two damages items that are not the subject of Mervyns's motion total to be \$4,262,866.66, which is 71.2% in amount of the total damages of \$5,984,415.70 itemized in the expert report of Stephen J. Rankel, C.P.A..<sup>1</sup>

Mervyns's motion is rather directed to items 3-8 of the expert report of Stephen J. Rankel, C.P.A.; and Mervyns structures its argument in two groups.

<sup>&</sup>lt;sup>1</sup> Mervyns acknowledges that it is not seeking to strike damages items 1 and 2 of the final Rankel report, but purports to reserve its right to do so after deposition under <u>Daubert v. Merrell Dow Pharmaceuticals</u>, <u>Inc.</u>, 509 U.S. 579 (1993). Great White Bear is confident that there will no <u>Daubert</u> issue as to Mr. Rankel's accounting for lost profits and lost royalty payments. Great White Bear does note that at the conference before District Judge Richard M. Berman held on April 16, 2008, Judge Berman stated that all motions for summary judgment, <u>Daubert</u> preclusion and real party in interest are be submitted to him at one time before trial. (Byler Decl. ¶ 2 n. 1.)

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One group that is subject to Mervyns's motion is for damages items 3, 7 and 8. These three damages items total to be \$1,444,000.00, which is 24.2% in amount of the total damages of \$5,984,415.70 itemized in the expert report of Stephen J. Rankel, C.P.A.. These items have supporting documentation, but Mervyns claims, erroneously, that the documentation is not understandable or apparently not supportive of the damage item. The short answer to Mervyns is that the documentation is understandable to people and accountants in the garment industry and is supportive of these damages items.

The other group that is subject to Mervyns's motion is for damages items 4, 5 and 6. These three damages items total to be \$277,549.04, which is 4.6% in amount of the total damages of \$5,984,415.70 itemized in the expert report of Stephen J. Rankel, C.P.A.. These items relate to necessary costs in the production process, and a certified public accountant has provided a conservative, not random, number for these items.

#### RELEVANT PROCEDURAL HISTORY

The key point of relevant procedural history is that on April 8, 2008, the Court ordered Great White Bear's counsel to submit in 48 hours, by 5:00 PM on April 10, 2008, a final expert report of Stephen J. Rankel, C.P.A. as to damages (there was and for six weeks had been no issue as to the completeness of the expert report of Laurence P. Lazar as to industry practices previously produced by Great White Bear); and on April 10, 2008, counsel to Great White Bear produced that final expert report of Stephen J. Rankel, C.P.A. under cover of letter stating why the final expert report fully satisfied Rule 26 of the Federal Rules of Civil Procedure. The letter and the final report of Stephen J. Rankel, C.P.A. were also copied to the Court. (Byler Decl. ¶ 3 & Exs. A-B; Simpson Decl. Ex. O.) These events were preceded by the following procedural history, which when stated objectively

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showed discovery compliance and cooperation by counsel to Great White Bear.

Following fact discovery (including voluminous document production by Great White Bear to Mervyns and depositions by Mervyns counsel of Great White Bear principals), on November 29, 2007, the Court entered an Order requiring, among other things, that Great White Bear disclose its experts by December 14, 2007, and submit expert reports by January 11, 2008. On December 14, 2007, Great White Bear made the required disclosure of its experts per the November 29, 2007 Order. On January 11, 2008, the parties by agreement requested an extension of Great White Bear's due date for expert reports from January 11, 2008, to January 21, 2008; and the Court so ordered that request. (Byler Decl. ¶ 4 & Exs. C-E.)

In compliance with that deadline, Great White Bear served on January 21, 2008, two expert reports, one by Laurence P. Lazar as to industry practices and one by Stephen J. Rankel, C.P.A. as to damages. Stephen J. Rankel is a certified public accountant (since 1983) who is an Executive Partner of the New York City accounting firm of Citrin Cooperman & company, LLP and who has had 25 years of experience as an accountant servicing companies in the apparel and textile industries. (Byler Decl. ¶ 5 & Exs. F-G.)

Over three weeks later, on February 6, 2008, counsel to Mervyns sent a letter to counsel for Great White Bear stating that the two expert reports did not comply in all particulars with Rule 26 of the Federal Rules of Civil Procedure. On February 13, 2008, counsel to Great White Bear replied providing informal supplementation and promising supplemental reports to incorporate the informally provided information when the two expert witnesses returned to New York. On February 20, 2008, counsel to Great White Bear provided a supplemental report of Laurence P. Lazar (concerning prior testimony, publications and compensation) and promised a supplemental report

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by Stephen J. Rankel, C.P.A. (who was still out of town at the time). Thereafter, there was no issue as to completeness of the expert report of Laurence P. Lazar. (Byler Decl. ¶ 6 & Exs. H-J.)

On February 21, 2008, counsel to Mervyns applied to the Court requesting that a firm date be set for the supplemented expert report of Stephen J. Rankel, C.P.A. as to damages and an extension of Mervyns's time to serve its expert reports. On February 25, 2008, the Court set March 14, 2008, as the date for the supplemented Rankel report and extended Mervyns's time as to its expert reports. On February 28, 2008, well before the Court deadline, Great White Bear provided a supplemented report from Stephen J. Rankel, C.P.A. and requested counsel to Mervyns to advise counsel to Great White Bear if it were believed that any further supplementation was in order. (Byler Decl. ¶ 7 & Exs. K-L.)

One week later, on March 6, 2008, counsel to Mervyns sent a letter to counsel Great White Bear summarily asserting, without specifics, that the supplemented Rankel report was still insufficient. Without agreeing with counsel to Mervyns, counsel to Great White Bear provided on March 14, 2008, an additional supplementation to the Rankel report with a cover letter pointing out the supplemented Rankel report complied with Rule 26 of the Federal Rules of Civil Procedure and requesting that any further issue be raised with counsel. (Byler Decl. ¶ 8 & Exs. M-N.)

Nothing was heard from counsel to Mervyns for a week until the afternoon of Good Friday, March 21, 2008, when counsel to Mervyns made application to the Court for permission to move to strike the Rankel report; and on that same day, counsel to Great White Bear replied that the supplemented Rankel report complied with Rule 26 of the Federal Rules of Civil Procedure and that a motion to strike the whole report was not justified based on the items raised by Mervyns. (Byler Decl. ¶ 9 & Exs. O-P.)

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On April 8, 2008, a teleconference of counsel and the Court was held at which time, as noted at the beginning of this statement of procedural history, the Court gave Great White Bear's counsel to submit in 48 hours, by April 10, 2008, for Great White Bear to submit a final expert report of Stephen J. Rankel, C.P.A. as to damages; and on April 10, 2008, counsel to Great White Bear produced that final expert report of Stephen J. Rankel, C.P.A. under cover of letter stating why the final expert report fully satisfied Rule 26 of the Federal Rules of Civil Procedure. (Byler Decl. ¶ 10 & Exs A-B; Simpson Decl. Ex. O.)

In the Order issued by the Court on April 8, 2008, permission was given by the Court for Mervyns to make, by April 17, 2008, a motion to strike and Mervyns was excused from submitting its expert reports in the meantime. At approximately 11:00 PM on April 17, 2008, counsel for Mervyns electronically filed, albeit incorrectly, its motion to strike damage items 3-8 in the final Rankel report and to be awarded fees and costs. (Byler Decl. ¶ 11.)

#### **ARGUMENT**

Before the Court is Mervyns's motion to strike damage items 3-8 in the final Rankel report and to be awarded fees and costs. The motion should be denied based on the following discussion.

I.

## THE FINAL REPORT OF STEPHEN J. RANKEL, C.P.A. ON DAMAGES MEETS THE REQUIREMENTS OF RULE 26 OF THE FEDERAL RULES OF CIVIL PROCEDURE

The final report of Stephen J. Rankel, C.P.A. on damages meets the requirements of Rule 26 of the Federal Rules of Civil Procedure. When the final expert report of Stephen J. Rankel, C.P.A. was delivered to counsel for Mervyns, counsel for Great White Bear included the following covering letter explaining that Rule 26(a)(2)(B) was satisfied:

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Per leave kindly given by U.S. District Court Magistrate Judge Frank Mass on April 8, 2008, enclosed with this cover letter is the final Rankel damages expert report.

The final Rankel damages expert report satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. That Rule requires that an expert report contain the following:

- "(i) a complete statement of all opinions the witness will express and the basis and reasons for them;
- "(ii) the data or other information considered by the witness in forming them;
- "(iii) any exhibits that will be used to summarize or support them;
- "(iv) the witness's qualifications, including a list of all publications authored in the previous ten years;
- "(v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and
- "(vi) a statement of the compensation to be paid for the study and testimony in the case."

A review of these elements as against the enclosed final Rankel damages expert report establishes that the final Rankel damages expert report fully satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure.

#### Subsection (i): "a complete statement of all opinions the witness will express and the basis and reasons for them"

The enclosed final Rankel damages expert report contains the opinions and the basis and reasons for those opinions. Part II of the final Rankel damages expert report outlines the approach taken to the accounting of damages and identifies the two general categories of damages. Part III of the final Rankel damages expert report provides a summary list of the items of damages with amounts added to a total number. Part IV of the final Rankel damages expert report provides an analysis of each of the damage items with the basis and reasons for including the damage item and for the number stated for the item. Part V of the final Rankel damages expert report performs a check on the damages calculation by providing a summary financial history of Plaintiff GWB.

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### Subsection (ii): "the data or other information considered by the witness in forming them"

The enclosed final Rankel damages expert report states the data and information considered in preparing the report, identifies and discusses documents used in deriving the specific damage item figures and further attaches as exhibits documents in support of the damages analysis.

### Subsection (iii): "any exhibits that will be used to summarize or support them"

The enclosed final Rankel damages expert report refers to the charts on pages 5 and 12 as being trial exhibits and likely the subject of enlarged size charts at trial.

### Subsection (iv): "the witness's qualifications, including a list of all publications authored in the previous ten years"

The enclosed final Rankel damages expert report provides this information in Part I of the report on pages 1 and 2.

### Subsection (v): "a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition"

The enclosed final Rankel damages expert report provides this information in Part I of the report on page 2.

### Subsection (vi): "a statement of the compensation to be paid for the study and testimony in the case"

The enclosed final Rankel damages expert report provides this information in Part I of the report on page 2.

#### (Byler Decl. ¶ 3 & Ex. B.)

Mervyns argues that the requirements of expert reports set forth in Rule 26(a)(2)(b) of the Federal Rules of Civil Procedure enable expert reports to fulfill their role in expert discovery (Mervyns Mem p. 4); however, those requirements are exactly what are discussed in the above quoted letter of Great White Bear's counsel when producing the final Rankel report.

Mervyns does more specifically argue that the "basis" for Mr. Rankel's "opinions" in

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including damages items 3 through 8 in the damages calculation for Mervyns's breach of contract are not provided (Mervyns Mem. pp. 4-5); however, as discussed below, the final Rankel report does provide the "basis" for the stated "opinions."

For its general statement of position, Mervyns cites Rule 26(b)(4)(A) of the Federal Rules of Civil Procedure and three cases. These authorities do not support Mervyns's motion to strike in this case:

- (i) Rule 26(b)(4)(A) of the Federal Rules of Civil Procedure states: "A party may depose any person who has been identified as an expert whose opinions may be presented at trial. If Rule 26(a)(2)(B) requires a report from the expert, the deposition may be conducted only after the report is provided." The requirement of the report before a deposition is not in contention.
- (ii) In Lava Trading Inc. v. Hartford Fire Ins. Co., No. 03 Civ. 7037, 2005 WL 4684238 (S.D.N.Y. Apr. 11, 2005), an expert report for the plaintiff company Lava Trading asserted conclusions with respect to business that the plaintiff company Lava Trading would have done had the events of September 11, 2001 not occurred, but that report was stricken because the conclusions as to lost business were based on products different from the plaintiff's product, a historical period different from the plaintiff's product history and assumptions from the plaintiff as to volume of potentially available business. Mr. Rankel did not do anything of that sort; he is the outside accountant for Great White Bear and thus was not dependent on any supplied assumptions, but rather he proceeded with a certain knowledge of the finances of Great White Bear in computing the damages from the breach of contract by Mervyns.
- (iii) In <u>Maurizio v. Goldsmith</u>, No. 96 Civ. 4332, 2002 WL 535146 (S.D.N.Y. Apr. 9, 2002), an expert report that damages suffered by plaintiff Maurizio should include a proportionate

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share of 70% of defendant Goldsmith's credits, participation and income from books authored by defendant Goldsmith, but the expert report was stricken because while the expert had general experience in the book publishing field, he did not relate specific data to the damages calculation he made. Again, Mr. Rankel is not relying upon his general knowledge and experience as an accountant for the damages items, but the identified financial information from Great White Bear.

(iv) In <u>Koppell v. New York State Bd. Of Elections</u>, 97 F.Supp.2d 477 (S.D.N.Y. 2000), a case challenging the constitutionality of New York Election Law § 7-116(3) concerning the position of candidates on the ballot, District Judge Stein upheld the sufficiency of one expert report, but struck another one providing an electoral analysis because: (a) it did not satisfy the requirements of <u>Daubert v. Merrill Dow Pharm.</u> Inc., 509 U.S. 579 (1993); and (b) it did not satisfy Rule 26(a)(2)(B) because there was no relation between, on the one hand, pieces of campaign literature and newspaper articles and, on the other, his conclusion that "position bias" was not determinative in the analyzed elections. Mr. Rankel has provided an accounting of damages based on a theory of damages and specific financial information, not an amorphous political analysis of elections.

In addition to relying upon inapposite authority, Mervyns does not acknowledge the general point, expressly recognized by this Court, that a decision to grant a motion to strike is a "drastic" one which should not be made without a showing of "good cause." *Rodriguez v. Pataki*, 293 F.Supp.2d 305, 308-309 (S.D.N.Y. 2003)(Mass, Mag. J.) (motion to strike denied); *see Hewlitt Packard Co. v. Factory Mut. Ins. Co.*, No. 04 Civ. 2791, 2006 WL 1788946 \*18 (S.D.N.Y. June 28, 2006)(preclusion a "disfavored" remedy). As Points II and II below demonstrate, good cause does not exist to justify the drastic sanction of preclusion here. As in *Wechsler v. Hunt Health Systems Ltd.*, 381 F.Supp.2d 135 (S.D.N.Y. 2003), the accountant's damages report here should be upheld.

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Π.

### DAMAGE ITEMS 3, 7 AND 8 IN THE FINAL REPORT OF STEPHEN J. RANKEL, C.P.A. ON DAMAGES SHOULD NOT BE STRICKEN

Mervyns argues that the Court should strike damage items 3, 7 and 8 in the expert report of Stephen J. Rankel, C.P.A. on the ground "[a]lthough Mr. Rankel purports to provide some documentation" for the these items. According to Mervyns, "[t]hat documentation is either entirely irrelevant on its face or Mr. Rankel fails to provide any indication of the basis for the numbers he arrives at." (Marvyns Mem. p. 7.) The short answer is that Mervyns is just wrong: the documentation is the proper documentation for supporting these damage items, and Mr. Rankel does explain the basis for the numbers he states for these damage items (totaling \$1,444,000.00, which is 24.2% in amount of the total damages of \$5,984,415.70 itemized in the expert report). As will be seen by examining Mervyns's arguments, the problem is that, respectfully stated, Mervyns's counsel seems not to understand the business documents attached to the Rankel report and thus seems not to understand how the attached documentation establishes and supports these damage items (which the documentation does). That problem, however, does not provide a basis for a motion to strike under Rule 26.

### A. Item 3: Returns, Cancellations and Unjustified Chargebacks For Accepted Garments.

Damage Item 3 is for returns, cancellations and unjustified chargebacks for accepted garments, which Mr. Rankel set at \$250,000.00 given the amount of "R for Rampage" business that Mervyns did with Great White Bear. Mr. Rankel's report clearly states the "basis" for this damage item. This damage item represents the losses from: (i) Mervyns returning garments and cancelling orders of made garments that ended up in a Great White Bear warehouse, as to which Great White

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Bear had to take a loss on such garments because of the Rampage exclusive license; and (ii) Mervyns making what Great White Bear considered to be unauthorized deductions when paying Great White Bear's invoices — chargebacks taken when Great White Bear's invoices were paid by Mervyns to the factor, Israel Discount Bank ("IDB Factor"), which had purchased the receivables as the time of the shipment and loaned funds to Great White Bear to operate and pay for the garments prior to being paid by Mervyns. These are very real costs resulting from Mervyns's breach of contract, and Mr. Rankel identifies these costs as appearing in two kinds of documents attached as collective Exhibit 4: (a) IDB Factor Aging Statements (accounts receivable); and (b) checks and client reports showing chargebacks.

Mervyns's attack on the stated "basis" for this damage item consists of a series of misconceived assertions about the documentation.

Mervyns disparages the documentation that Mr. Rankel provides for these costs as just "a stack of documents" (Mervyns Mem. p. 7); however, that is just being argumentative without real substance. IDB Factor Aging Statements, checks and client reports showing chargebacks are not just a stack of documents. It is true that, as Mervyns complains, IDB Factor Aging Statements include buyers other than Mervyns on them; however, that is because the IDB Factor Aging Statements track payments by buyers, including Mervyns, and those payments reflect, among other things, that as to garments factored by IDB, payments were or were not made by buyers, including Mervyns. It is the Mervyn numbers on those IDB Factor Aging Statements that are relevant.

Mervyns claims that Mr. Rankel does not explain how he relied on "this myriad of documents" to reach the figure of \$250,000.00. (Mervyns Mem. p. 7.) This is not so. Only because Mervyns does not deal with the kind of documents attached to the report for this damage item -- IDB

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Factor Aging Statements, checks and client reports showing chargebacks -- can Mervyns take the position it does. The documents reflect returns, cancellations and chargebacks for accepted garments.

Mervyns admits that it did engage in making chargebacks, but asserts that they were justified because of performance issues. (Mervyns Mem. p. 7.) The defense that Mervyns did not breach the contract is certainly available to Mervyns; however, as Mr. Rankel notes in his report, his task is not to adjudicate the breach of contract, but rather to do a accounting of the damages assuming, for the purposes of the report, that there has been separately established the breach of contract.

#### B. Item 7: Lost Opportunity Costs.

Damage item 7 is for lost opportunity costs, set at \$700,000.00, resulting from the loss of business that Great White Bear forewent in order to do the Mervyns's contract for the "R for Rampage" line. The final Rankel report clearly states the "basis" for this conclusion. Mr. Rankel, the outside accountant to Great White Bear, notes in his report that, excluding Mervyns, Great White Bear had a core customer base of approximately \$8 million, but that by prioritizing the work of the company for Mervyns, Great White Bear was not able to fill orders for customers as Charming Shoppes and Cato's because overseas factories applied deposits provided for other orders that were applied to the costs of garments for Mervyns. What Mr. Rankel attached as supporting documentation for this damage item are confirmed orders from Charming Shoppes for delivery in 2005 that could not be shipped due to Great White Bear, LLC's business with Mervyns.

Mervyns's attack on the stated "basis" for this damage item again consists of an erroneous series of argumentative assertions about the documentation.

Mervyns first claims that the documentation is "irrelevant" (Marvyns Mem. p. 8); however, confirmed purchase orders are clearly relevant to a damage item that is for the losses resulting from

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not being in a position to fill those purchase orders due to a contract with another customer (Mervyns) that breached that contract.

Mervyns then argues that there is no indication on the purchase orders that the orders were not filled by Great White Bear (Mervyns Mem. p. 8); however, a purchase order in the ordinary course of business would not contain that information.

Mervyns further argues that the attached documentation is only for Charming Shoppes and not Cato's (Mervyns Mem. p. 8); however, documentation for the loss resulting from the lost sales to Charming Shoppes alone substantiates the damage number.

Mervyns finally argues that even if the documentation shows lost sales, the numbers do not total to \$700,000.00 (Mervyns Mem. p. 8); admittedly, the total is closer to \$800,000.00, making the \$700,000.00 number conservative.

#### C. Item 8: Lost Overseas Deposits.

Damage item 8 is for lost overseas deposits of \$494,000.00. The final Rankel report clearly states the "basis" for this conclusion. Mr. Rankel, the outside accountant to Great White Bear, explains that Great White Bear was required by the overseas suppliers and factories to make deposits (advances) to overseas suppliers and factories in order to have the "R for Rampage" garments made for Mervyns and that the cancellation of the Mervyns orders cost Great White Bear the stated amount in lost deposits. Mr. Rankel attached supporting documentation a schedule from Quickbooks showing the lost overseas deposits made for the "Mervyns" garments.

Mervyns's attack on the stated "basis" for this damage item consists of an argument about the supporting documentation that is just wrong. Mervyns erroneously argues that the Quickbook schedule does not refer to overseas deposits, but only "Total Purchase of finish goods," and thus this -14-

simply cannot be the basis of Mr. Rankel's opinion even though there is a "coincidence" of the Quickbooks schedule showing a total of \$494,000.00. (Mervyns Mem. pp. 8-9.) What "Total Purchase of finish goods" in the Quickbooks schedule refers to, however, are payments made up front for the Mervyns garments to what are overseas suppliers and factories; an up front payment is a deposit or advance; and the Quickbooks schedule supports precisely the \$494,000.00 included in the damage total. That is not a coincidence, but quite differently an accounting of the lost advances when Mervyns breached the contract.

III.

#### DAMAGE ITEMS 4, 5 AND 6 IN THE FINAL REPORT OF STEPHEN J. RANKEL, C.P.A. ON DAMAGES SHOULD NOT BE STRICKEN

Mervyns argues that the Court should strike damage items 4, 5 and 6 in the expert report of Stephen J. Rankel, C.PA. on the ground that no documentation or other information as to the basis for these damage items. (Marvyns Mem. p. 5.) The short answer is that the final Rankel report does provide the "basis" for these damage items (totaling \$277,549.04, which is 4.6% in amount of the total damages of \$5,984,415.70 itemized in the expert report). As will be seen by examining Mervyns's arguments, the problem is that, respectfully stated, Mervyns's counsel seems not to understand the garment business to a sufficient degree to know why these damage items are properly included. That problem, however, does not provide a basis for a motion to strike under Rule 26.

#### A. <u>Item 4: Lost Samples and Development Costs.</u>

Damage item 4 is for lost samples and development costs st at \$7,500.00. The final Rankel report clearly states the "basis" for this conclusion: Great White Bear created a new sportswear line for Mervyns with the exclusive license "R for Rampage" and in the process required incurring: (i)

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costs in purchasing and making samples and (ii) development costs in patterns, sourcing and the like

Mervyns argues that the number for this damage item is a "random" figure that cannot be used, whether conservative or not. (Mervyns Mem. p. 5.) A "conservative" number as stated by Mr. Rankel, however, is not a "random" number and not a guess. Sample and development costs are inherent and cannot be avoided in the process of developing a new line of garments, which had a stated amount: \$11,700,000 in committed sales from Great White Bear to Mervyns in a 18-month or 3-season period. Given that amount of business, a \$7,500.00 figure for samples and development costs is a conservative number for the outside accountant to Great White Bear knowing the specific finances of Great White Bear and an accountant with 25 years in the apparel and textile industries.

#### B. Item 5: Lost Additional Employees' Time and Effort.

Damage item 5 is for lost additional employees' time and effort calculated to be \$260,049.04. The final Rankel report clearly states the "basis" for this conclusion: precise amounts for (a) two employees hired to handle the EDI for Mervyns, (b) employee time redirected to Mervyns and (c) employee time for sales, administrative, samples and patterns allocated to Mervyns.

Mervyns acknowledges that Mr. Rankel does provide an identification of the specific employees whose time is being included in the calculation based on specific amounts ascribed to each employee, but still faults Mr. Rankel for picking numbers out a hat and not providing such information as start and end dates for employees. (Mervyns Mem. p. 6.) This argument does not undercut the fact that Mr. Rankel provides a "basis" for the number for this damage item.

#### C. Item 6: Interest - Returns, Cancelled Orders and Unjustified Chargebacks.

Damage item 6 is for interest on returns, cancelled orders and unjustified chargebacks, set at \$10,000.00. The final Rankel report clearly states the "basis" for this conclusion: Great White

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Bear was financed by IDB Factor (such financing was necessary and typical in the apparel industry); there was, however, an additional cost attributable to the Mervyns breach in additional finance interest resulting from unshipped garments in inventory, returned garments in inventory and unjustified chargebacks; and taking into account that the factor IDB was charging 12% on all advances and the amount of business that Mervyns did and was contracted to do with Great White Bear, additional interest charges that would not have occurred but for the Mervyns breach are what are included in this damage item.

Mervyns faults this damage item for lacking documentation and for being a guess (Mervyns Mem. pp. 6-7); however, supporting documentation under damage item 3 for the costs in the unshipped garments in inventory, returned garments in inventory and unjustified chargebacks is provided, and a guess is not made in stating a conservative number for this damage item. What Mr. Rankel supplies to derive the number is the 12% charge on all advances that the factor IDB was charging and the amount of the contracted for business with Mervyns.

IV.

RULE 37 OF THE FEDERAL RULES OF CIVIL PROCEDURE AND ITS INTERPRETATIVE CASE LAW DOES NOT SUPPORT STRIKING DAMAGES ITEMS 3-8 IN THE FINAL RANKEL REPORT AND DOES NOT SUPPORT AWARDING ATTORNEY FEES AND COSTS

Rule 37 of the Federal Rule of Civil Procedure and its interpretative case law does not support striking damages items 3-8 in the final Rankel report and certainly does not support awarding attorneys fees and costs. In compliance with an April 8, 2008 order of the Court that set a 48-hour deadline to provide a final Rankel report by 5:00 PM on April 10, 2008, there is no dispute that Great White Bear did so; and indeed, Mervyns's present motion contests the adequacy of only

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certain damage items in the final Rankel report comprising 28.8% of the itemized damages in terms of amount. Even as to Mervyns's motion, damage items 3 through 8 in the final Rankel expert report should not be stricken for failure to provide the "basis" for the opinions stated in that expert report because, as discussed above, the final Rankel report does provide that "basis" and is compliant with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure, precluding there being any issue of sanctions under Rules 37(b)(2) and 37(c)(1) of the Federal Rules of Civil Procedure. What is more, the relevant procedural history shows that prior to the April 8 Order and April 10 compliance with that Order, Great White Bear provided an expert report by Laurence Lazar that is not being challenged and further, Great White Bear, without conceding any inadequacy under Rule 26 of the Federal Rules of Civil Procedure, provided requested supplementation as to prior iterations of the Rankel report at every turn in a cooperative effort to get the discovery done in this case.

#### A. Rule 37 of the Federal Rules of Civil Procedure and Interpretative Case Law Does Not Support Striking Damage Items 3-8.

Rule 37 of the Federal Rules of Civil Procedure and its interpretative case law first of all do not support striking damage items 3-8 from the Rankel report. As noted above, when there is compliance with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure, the issue of sanctions, much less the sanction of preclusion, is not even reached under Rules 37(b)(2)(A) and 37(c)(1) of the Federal Rules of Civil Procedure.

Furthermore, the case law establishes that preclusion under Rule 37 is not automatic for non-compliance with Rule 26(a)(2)(B) and is not generally ordered, <u>Atkins v. County of Orange</u>, 372 F.Supp.2d 377, 395-396 (S.D.N.Y. 2005). As noted above, this Court has recognized that a decision to grant a motion to strike is a "drastic" one which should not be made without a showing of "good

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cause." Rodriguez v. Pataki, 293 F.Supp.2d 305, 308-309 (S.D.N.Y. 2003)(Mass, Mag. J.).

The cases cited by Mervyns for preclusion involved different, more extreme facts and are inapposite:

- (S.D.N.Y. 2002), a medical malpractice action, is cited by Mervyns for the proposition that the failure to meet a clearly articulated deadline to produce an expert report warrants preclusion. The facts in that case, however, were very different. There, an amended deadline was set by the Court giving two more months to both parties, the plaintiff submitted her expert report meeting the amended deadline, but the defendant's expert report was not submitted until two months after the amended deadline and six weeks before the scheduled trial, causing the trial court judge to conclude that under the circumstances of that very different case, preclusion of defendant's expert report was proper.
- (ii) Williams v. County of Orange, No. 03 Civ. 5182, 2005 WL 6001507 (S.D.N.Y. Dec. 13, 2005), an action brought by a prisoner under 42 U.S.C. § 1983 and New York state law for alleged deliberate indifference to the prisoner's medical needs, is cited by Mervyns for the proposition that the failures to meet deadlines and to identify portions of material relied upon for opinions warrants preclusion. Again, however, the facts were very different. The defendant County submitted an expert report by a doctor whose qualifications and basis in the medical records for the stated medical conclusion were not provided as required by Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure by the Court ordered scheduled deadline.
- (iii) <u>Maurizio v. Goldsmith</u>, No. 96 Civ. 4332, 2002 WL 535146 (S.D.N.Y. Apr. 9, 2002), a Lanham Act case, is cited by Mervyns for the proposition that preclusion is warranted

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because the expert did not relate specific data to the damages calculation he made. As noted above (pp. 8-9), <u>Maurizio</u> involved different facts: the expert report there asserted, based on the expert's general experience in the publishing industry only, that damages suffered by plaintiff Maurizio should include a proportionate share of 70% of defendant Goldsmith's credits, participation and income from books authored by defendant Goldsmith. In contrast here, Mr. Rankel is not relying upon his general knowledge and experience as an accountant for the damages items, but the identified financial information from Great White Bear.

(iv) <u>Koppell v. New York State Bd. Of Elections</u>, 97 F. Supp.2d 477 (S.D.N.Y. 2000), an Election Law case, is cited by Mervyns for the proposition that preclusion is warranted where the expert does not provide a clear understanding of the data upon which the expert relied. As noted above (p. 9), <u>Koppell</u> involved different facts: while one expert report submitted by plaintiff there was upheld against challenge, an expert report submitted by defendants was stricken by the District Judge because it did not satisfy the requirements of <u>Daubert v. Merrill Dow Pharm., Inc.</u>, 509 U.S. 579 (1993), and Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure, as there was no relation between, on the one hand, pieces of campaign literature and newspaper articles and, on the other, his conclusion that "position bias" was not determinative in the analyzed elections. In contrast here, Mr. Rankel has provided an accounting of damages based on a theory of damages and specific financial information, not an amorphous political analysis of elections.

### B. Rule 37 of the Federal Rules of Civil Procedure and Interpretative Case Law Does Not Support Awarding Fees and Costs.

Rule 37 of the Federal Rules of Civil Procedure and its interpretative case law also do not support awarding attorney fees and costs with respect to the final Rankel report. As noted above,

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when there is compliance with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure, the issue of sanctions, much less the sanction of awarding fees and costs, is not even reached under Rules 37(b)(2) and 37(c)(1) of the Federal Rules of Civil Procedure.

Furthermore, sanctions under Rule 37 of the Federal Rules of Civil Procedure are required to be "just," <u>Daval Steel Prod. v. M/V Fakredine</u>, 951 F.2d 1357, 1366 (2d Cir. 1991), and an award of fees and costs require far, far more extreme circumstances than this case. <u>See</u>, <u>e.g.</u>, <u>Remee Products Corp. v. Sho-Me Power Electric Cooperative</u>, No. 01 Civ. 5554, 2002 WL 31323827 (S.D.N.Y. Oct. 17, 2002)(repeated, ongoing two year failure by defendant to obey numerous court orders).

The one and only case cited by Mervyns is inapposite. In *Rouson v. Eicoff*, No. 04 Civ. 2784, 2007 WL 1827422 (E.D.N.Y. June 25, 2007), the sanction of awarding fees and costs was warranted because "defendants' counsel repeatedly violated court orders." As much as Mervyns strains to depict Great White Bear in the same light (Mervyns Mem. 10-11), that is not the case here at all. Mervyns has not challenge and could not reasonably challenge, under Rule 26 of the Federal Rules of Civil Procedure, the sufficiency of the expert report of Laurence P. Lazar, which has not been an issue for six weeks as of the date of this Memorandum of Law; and in compliance with the Court's Order dated April 8, 2008, Mervyns has received the final expert report of Stephen J. Rankel, C.P.A. that is not even challenged by Mervyns as to 71.2% of the itemized damages in terms of amount and that, as shown above, is fully compliant with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. What Mervyns does in order to depict Great White Bear as derelict is to misuse Great White Bear's cooperative willingness to have supplement its expert reports as evidence of wilful non-compliance with court orders. A review, however, of the "Relevant Procedural History" stated

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above (pp. 2-5) leads inexorably to the conclusion that it would not be "just" for fees and costs to be awarded.

#### **CONCLUSION**

For the reasons stated above, Defendant Mervyns's motion to strike damage items 3-8 in the final Rankel report and to be awarded fees and costs should be denied, and such further and other relief as the Court deems proper should be ordered.

Dated: New York, New York April 24, 2008

**NESENOFF & MILTENBERG, LLP** 

By: \_\_\_/s/ Philip A. Byler, Esq. Philip A. Byler, Esq.

Attorneys for Plaintiff Great White Bear, LLC 363 Seventh Avenue - Fifth Floor New York, New York 10001 212.736.4500 Case 1:06-cv-13358-RMB-FM

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#### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GREAT WHITE BEAR, LLC

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

DECLARATION OF PHILIP
A. BYLER, ESQ. IN OPPOSITION
TO MOTION TO STRIKE ITEMS
3-8 IN RANKEL REPORT AND
AWARD FEES AND COSTS

PHILIP A. BYLER, ESQ., hereby declares subject to the penalties of perjury pursuant to 28 U.S. C. § 1746:

- 1. I am a member of the Bars of, among others, the States of New York and Ohio, the U.S. District Courts for the Southern and Eastern Districts of New York, the U.S. Courts of Appeals for the Second, Sixth, Eleventh and Federal Circuits, and the U.S. Supreme Court. I am the Senior Litigation Counsel to the firm of Nesenoff & Miltenberg, LLP, attorneys for plaintiff Great White Bear LLC ("Great White Bear") in the above-captioned action.
- 2. The following papers are being submitted in opposition to motion by Defendant Mervyns LLC ("Mervyns") to strike items 3-8 in the final expert report of Stephen J. Rankel, C.P.A. and to award fees and costs:
- (i) this Declaration dated April 24, 2008, describing the papers in opposition to Mervyns's motion to strike and for fees and costs and stating the procedural history of the case; and
- (ii) Plaintiff Great White Bear LLC's "Memorandum Of Law In Opposition To Defendant Mervyns LLC's Motion To Strike Items 3-8 In The Expert Report Of Stephen J. Rankel, C.P.A. and For Fees And Costs," stating the reasons why Defendant Mervyns's motion to strike

<sup>&</sup>lt;sup>1</sup> Mervyns acknowledges that it is not seeking to strike damages items 1 and 2 of the final Rankel report, but purports to reserve its right to do so after deposition under <u>Daubert v. Merrell Dow Pharmaceuticals. Inc.</u>, 509 U.S. 579 (1993). Great White Bear is confident that there will no <u>Daubert</u> issue as to Mr. Rankel's accounting for lost profits and lost royalty payments. Great White Bear does note that at the conference before District Judge Richard M. Berman held on April 16, 2008, Judge Berman stated that all motions for summary judgment, <u>Daubert</u> preclusion and real party in interest are be submitted to him at one time before trial.

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items 3-8 in the final expert report of Stephen J. Rankel, C.P.A. and to award fees and costs should be denied.

#### The Relevant Procedural History

- 3. The key point of relevant procedural history is that on April 8, 2008, the Court ordered Great White Bear's counsel to submit in 48 hours, by 5:00 PM on April 10, 2008, a final expert report of Stephen J. Rankel, C.P.A. as to damages (there was and for six weeks had been no issue as to the completeness of the expert report of Laurence P. Lazar as to industry practices previously produced by Great White Bear); and on April 10, 2008, counsel to Great White Bear produced that final expert report of Stephen J. Rankel, C.P.A. under cover of letter stating why the final expert report fully satisfied Rule 26 of the Federal Rules of Civil Procedure. The letter and the final report of Stephen J. Rankel, C.P.A. were also copied to the Court. Attached as Exhibit A is a copy of the Order dated April 8, 2008; attached as Exhibit B is a copy of my letter dated April 10, 2008, explaining full compliance with Rule 26 of the Federal Rules of Civil Procedure by the final Rankel report; and a copy of the final Rankel report itself was provided to the Court on April 10, 2008 and has been provided again as Exhibit O to the Declaration of Mervyns's counsel Lisa Simpson. These developments were preceded by the following.
- 4. Following fact discovery (including voluminous document production by Great White Bear to Mervyns and depositions by Mervyns counsel of Great White Bear principals), on November 29, 2007, the Court entered an Order requiring, among other things, that Great White Bear disclose its experts by December 14, 2007, and submit expert reports by January 11, 2008. Attached as Exhibit C is a copy of the November 29, 2007 Order. On December 14, 2007, Great White Bear made the required disclosure of its experts per the November 29, 2007 Order. Attached as Exhibit D is a copy of Great White Bear's expert disclosure statement. On January 11, 2008, the parties by agreement requested an extension of Great White Bear's due date for expert reports from January 11, 2008, to January 21, 2008; and the Court so ordered that request. Attached as Exhibit E is a copy of the letter so ordered by the Court.

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- 5. In compliance with the deadline to submit expert reports, Great White Bear served on January 21, 2008, two expert reports, one by Laurence P. Lazar as to industry practices (Exhibit F hereto) and one by Stephen J. Rankel, C.P.A. as to damages (Exhibit G hereto). Stephen J. Rankel is a certified public accountant (since 1983) who is an Executive Partner of the New York City accounting firm of Citrin Cooperman & company, LLP and who has had 25 years of experience as an accountant servicing companies in the apparel and textile industries.
- 6. Over three weeks later, on February 6, 2008, counsel to Mervyns sent a letter to counsel for Great White Bear stating that the two expert reports did not comply in all particulars with Rule 26 of the Federal Rules of Civil Procedure. Attached as Exhibit H is a copy of the February 6, 2008 letter of Mervyns's counsel. On February 13, 2008, counsel to Great White Bear replied providing informal supplementation and promising supplemental reports to incorporate the informally provided information when the two expert witnesses returned to New York. Attached as Exhibit I is a copy of the February 13, 2008 letter of Great White Bear's counsel. On February 20, 2008, counsel to Great White Bear provided a supplemental report of Laurence P. Lazar (concerning prior testimony, publications and compensation) and promised a supplemental report by Stephen J. Rankel, C.P.A. (who was still out of town at the time). Attached as Exhibit J is a copy of the February 20, 2008 letter of Great White Bear's counsel and the supplemental report. Thereafter, there was no issue as to completeness of the expert report of Laurence P. Lazar.
- 7. On February 21, 2008, counsel to Mervyns applied to the Court requesting that a firm date be set for the supplemented expert report of Stephen J. Rankel, C.P.A. as to damages and an extension of Mervyns's time to serve its expert reports. On February 25, 2008, the Court set March 14, 2008, as the date for the supplemented Rankel report and extended Mervyns's time as to its expert reports. Attached as Exhibit K is a copy of the February 21, 2008 letter of Mervyns's counsel with the February 25, 2008 Order of the Court endorsed thereon. On February 28, 2008, well before the Court deadline, Great White Bear provided a supplemented report from Stephen J. Rankel, C.P.A. and requested counsel to Mervyns to advise counsel to Great White Bear if it were believed

-4-

that any further supplementation was in order. Attached as Exhibit L is a copy of the February 28, 2008 letter of Great White Bear's counsel and the supplementation for the Rankel report.

- 8. One week later, on March 6, 2008, counsel to Mervyns sent a letter to counsel Great White Bear summarily asserting, without specifics, that the supplemented Rankel report was still insufficient. Attached as Exhibit M is a copy of the March 6, 2008 letter of Mervyns's counsel. Without agreeing with counsel to Mervyns, counsel to Great White Bear provided on March 14, 2008, an additional supplementation to the Rankel report with a cover letter pointing out the supplemented Rankel report complied with Rule 26 of the Federal Rules of Civil Procedure and requesting that any further issue be raised with counsel. Attached as Exhibit N is a copy of the March 14, 2008 letter of Great White Bear's counsel and additional supplementation for the Rankel report.
- 9. Nothing was heard from counsel to Mervyns for a week until the afternoon of Good Friday, March 21, 2008, when counsel to Mervyns made application to the Court for permission to move to strike the Rankel report; and on that same day, counsel to Great White Bear replied that the supplemented Rankel report complied with Rule 26 of the Federal Rules of Civil Procedure and that a motion to strike the whole report was not justified based on the five items raised by Mervyns tat went to only 29% of the total damages itemized. Attached as Exhibit O is a copy of the Good Friday letter of Mervyns's counsel, and attached as Exhibit P is a copy of the response of Great White Bear's counsel. Among other things, I wrote:
  - ... The Rankel report, as supplemented, satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. That Rule requires that an expert report contain the following:
    - "(i) a complete statement of all opinions the witness will express and the basis and reasons for them;
    - "(ii) the data or other information considered by the witness in forming them;
    - "(iii) any exhibits that will be used to summarize or support them;
      - "(iv) the witness's qualifications, including a list of all

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publications authored in the previous ten years;

"(v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and

"(vi) a statement of the compensation to be paid for the study and testimony in the case."

When I sent the second supplement to Ms. Simpson, I stated in my cover letter that the Rankel letter satisfied all six requirements. . . . Ms. Simpson thereafter did <u>not</u> with me dispute my statement of compliance, as my letter requests if she did, and even now does not dispute that the Rankel report fully satisfies requirements (i), (iii), (iv), (v) and (vi).

Yet, Ms. Simpson wants to try to stop Plaintiff GWB from proving its damages case with testimony by a certified public accountant who knows the finances of Plaintiff GWB because, while Mr. Rankel does provide in his report a statement of "the data or other information considered by the witness in forming [his opinions]", which is requirement (ii) in the Rule, Ms. Simpson argues that more detailed information should be provided as to five of eleven damage items. . . .

- 10. On April 8, 2008, a teleconference of counsel and the Court was held at which time, as noted at the beginning of this statement of procedural history, the Court gave Great White Bear's counsel to submit in 48 hours, by April 10, 2008, for Great White Bear to submit a final expert report of Stephen J. Rankel, C.P.A. as to damages; and on April 10, 2008, counsel to Great White Bear produced that final expert report of Stephen J. Rankel, C.P.A. (Exhibit O to Simpson Declaration) under cover of letter stating why the final expert report fully satisfied Rule 26 of the Federal Rules of Civil Procedure (Exhibit B hereto).
- 11. In the Order issued by the Court on April 8, 2008 (Exhibit A hereto), permission was given by the Court for Mervyns to make, by April 17, 2008, a motion to strike and Mervyns was excused from submitting its expert reports in the meantime. At approximately 11:00 PM on April 17, 2008, counsel for Mervyns electronically filed, albeit incorrectly, its motion to strike items 3-8 in the final Rankel report and to be awarded fees and costs. This documented Declaration and an accompanying Memorandum of Law are being submitted in opposition.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: New York, New York April 24, 2008

Philip A. Byler, Esq.

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Exhibit A

Document 59-2

Filed 04/24/2008

DOCUMENT

DATE FILED:

DOC #:

ELECTRONICALLY FILED

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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GREAT WHITE BEAR, LLC,

**ORDER** 

-against-

06 Civ. 13358 (RMB)(FM)

MERVYNS, LLC.

Defendant.

Plaintiff,

FRANK MAAS, United States Magistrate Judge.

Pursuant to a telephone conference held earlier today, it is hereby

#### ORDERED that:

- 1. By 5:00 p.m. on April 10, 2008, the plaintiff shall provide the defendant with Mr. Rankel's <u>final</u> expert report, together with any necessary schedules and other documentation. The amended report shall take the form of one cohesive report, not supplements to the prior reports prepared by the expert.
- 2. On or before April 17, 2008, the defendant may file a motion to strike Mr. Rankel's report if it believes inadequacies persist.
- 3. On or before April 24, 2008, the plaintiff shall file any opposition papers.
- 4. The defendant need not produce its own experts' reports until further order of the Court.

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5. A further telephone conference shall be held on April 29, 2007, at 10:00 a.m. Counsel for the defendant shall initiate the call by dialing Chambers at (212) 805-6727.

SO ORDERED.

Dated:

New York, New York

April 8, 2008

SO ORDERED.

FRANK MAAS

United States Magistrate Judge

Copies to:

Honorable Richard M. Berman United States District Judge

Philip A. Byler, Esq. Nesenoff & Miltenberg LLP Fax: (212) 736-2260

Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe LLP Fax: (212) 506-5151 Case 2:06-cv-13358-RMB-FM Document 68-13 Filed 06/23/2008 Page 36 of 62

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Exhibit B

## NESENOFF & MILTENBERG, LLP

ATTORNEYS AT LAW
363 SEVENTH AVENUE
FIFTH FLOOR
NEW YORK, NEW YORK 10001-3904

TELEPHONE (212) 736-4500 TELECOPIER (212) 736-2260

PARALEGAL
TANYA C. SIMMONS

IRA S. NESENOFF ANDREW T. MILTENBERG

PHILIP A. BYLER
ALAN M. SHECTMAN
SHARI S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

April 10, 2008

#### **BY HAND**

Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe, LLP. 666 Fifth Avenue New York, New York 10103

> Re: Great White Bear, LLC v. Mervyns, LLC, Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

### Dear Ms. Simpson:

As you know, I am an attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action. Per leave kindly given by U.S. District Court Magistrate Judge Frank Mass on April 8, 2008, enclosed with this cover letter is the final Rankel damages expert report.

The final Rankel damages expert report satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. That Rule requires that an expert report contain the following:

- "(i) a complete statement of all opinions the witness will express and the basis and reasons for them;
  - "(ii) the data or other information considered by the witness in forming them;
  - "(iii) any exhibits that will be used to summarize or support them;
- "(iv) the witness's qualifications, including a list of all publications authored in the previous ten years;
- "(v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and
  - "(vi) a statement of the compensation to be paid for the study and testimony in

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Case 1:06-cv-13358-RMB-FM Document 59-3

NESENOFF & MILTENBERG, LLP

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the case."

A review of these elements as against the enclosed final Rankel damages expert report establishes that the final Rankel damages expert report fully satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure.

# Subsection (i): "a complete statement of all opinions the witness will express and the basis and reasons for them"

The enclosed final Rankel damages expert report contains the opinions and the basis and reasons for those opinions. Part II of the final Rankel damages expert report outlines the approach taken to the accounting of damages and identifies the two general categories of damages. Part III of the final Rankel damages expert report provides a summary list of the items of damages with amounts added to a total number. Part IV of the final Rankel damages expert report provides an analysis of each of the damage items with the basis and reasons for including the damage item and for the number stated for the item. Part V of the final Rankel damages expert report performs a check on the damages calculation by providing a summary financial history of Plaintiff GWB.

# Subsection (ii): "the data or other information considered by the witness in forming them"

The enclosed final Rankel damages expert report states the data and information considered in preparing the report, identifies and discusses documents used in deriving the specific damage item figures and further attaches as exhibits documents in support of the damages analysis.

## Subsection (iii): "any exhibits that will be used to summarize or support them"

The enclosed final Rankel damages expert report refers to the charts on pages 5 and 12 as being trial exhibits and likely the subject of enlarged size charts at trial.

# Subsection (iv): "the witness's qualifications, including a list of all publications authored in the previous ten years"

The enclosed final Rankel damages expert report provides this information in Part I of the report on pages 1 and 2.

# Subsection (v): "a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition"

The enclosed final Rankel damages expert report provides this information in Part I of the report on page 2.

NESENOFF & MILTENBERG, LLP

Page -3-

Subsection (vi): "a statement of the compensation to be paid for the study and testimony in the case"

The enclosed final Rankel damages expert report provides this information in Part I of the report on page 2.

Respectfully submitted, NESENOFF & MILTENBERG, LLP

Ву:\_\_

Philip A. Byler, Esq.

cc: The Honorable Frank Mass, Magistrate Judge
(By Overnight Courier)

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Case 1:06-cv-13358-RMB-FM Document 59-4 Filed 04/24/2008 Page 1 of 3

Exhibit C

Document 59-4

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## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GREAT WHITE BEAR, LLC,

Plaintiff, : ORDER

-against- : 06 Civ. 13358 (RMB)(FM)

MERVYNS, LLC,

Defendant.

FRANK MAAS, United States Magistrate Judge.

Pursuant to a telephone conference held yesterday, it is hereby

#### ORDERED that:

- 1. On or before December 14, 2007, the plaintiff shall identify its experts and provide the defendant with all of the information required by Fed. R. Civ. P. 26(a)(2), other than its experts' reports.
- 2. On or before January 11, 2008, the plaintiff shall serve its experts' reports.
- 3. On or before February 8, 2008, the defendant shall provide the plaintiff with all of the information required by Fed. R. Civ. P. 26(a)(2), including its experts' reports.
- 4. On or before February 22, 2008, the plaintiff shall serve any rebuttal reports.
- 5. On or before March 14, 2008, expert discovery shall be completed.

Document 59-4

Filed 04/24/2008

Page 3 of 3

6. A further telephone conference shall be held on March 31, 2008, at 10:00 a.m. Counsel for the plaintiff shall initiate the call by dialing the main number of Chambers, (212) 805-6727.

SO ORDERED.

Dated:

New York, New York November 29, 2007

/FRANK MAAS

United States Magistrate Judge

#### Copies to:

Honorable Richard M. Berman United States District Judge

Philip A. Byler, Esq. Nesenoff & Miltenberg LLP Fax: (212) 736-2260

Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe LLP

Fax: (212) 506-5151

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Exhibit D

Document 59-5

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## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GREAT WHITE BEAR, LLC

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

## PLAINTIFF'S FED. R. 26(a)(2)(A) CIV. P. **DISCLOSURE OF EXPERT WITNESSES**

Pursuant to Rule 26(a)(2)(A) of the Federal Rules of Civil Procedure, Plaintiff GREAT WHITE BEAR, LLC ("Plaintiff"), by its attorneys Nesenoff & Miltenberg, LLP, hereby discloses Plaintiff's expert witnesses:

#### Industry Expert

Name & Address:

Laurence P. Lazar

201 East 36th Street

New York, New York 10016

Expert's Background:

Graduated with B.A. from University of Miami (Fl.)

President and Principal of Network Industries Corp. (1978-2004)

-\$65-\$70 million revenues company in garment industry

- Customers included K Mart and Walmart

Importing Consultant (2004-present)

### **Damages Expert**

Name & Address:

Stephen J. Rankel

Citrin Cooperman & Company, LLP

529 Fifth Avenue

New York, New York 10017

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-2-

Expert's Background: See Exhibit A attached hereto.

Dated:

New York, New York

**December 13, 2007** 

**NESENOFF & MILTENBERG, LLP** 

Philip A. Byler, Esq. (PB 4234)

Attorneys for Plaintiff Great White Bear, LLC 363 Seventh Avenue - 5<sup>th</sup> Floor New York, New York 10001 212.736.4500

TO: ORRICK, HERRINGTON & SUTCLIFFE LLP

Attorneys for Defendant Mervyns, LLC

Attn.: Lisa T. Simpson, Esq./Rishona Fleishman, Esq.

666 Fifth Avenue

New York, New York 10103

212.506.5000

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Exhibit A

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12/13/2007 09:58

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PAGE 02/05

Stephen J. Rankel **Business Profile** 

College:

Bernard M. Baruch College

Graduated February 1980

Degree - Bachelor of Business Administration (Cum Laude)

Certified Public Accountant: November 7, 1983

-Member of:

N.Y.S. Society of CPA's

AICPA

Work Experience:

Weinick Sanders & Co. (changed name July 1, 1997 to

Weinick Sanders Leventhal & Co., LLP) [1]

April 1980 to September 1984 - Staff Accountant September 1984 to March 1985 - Worked for a client in the Apparel Industry March 1985 to April 1987 - Manager Weinick Sanders & Co. April 1987 to December 1991 - Partner Januaty 1992 to March 1996 -Executive Partner · March 1996 to July 2005 - Managing Partner [2]

Citrin Cooperman & Co., LLP: August 2005 to Present - Executive Partner

- This firm specializes in the Apparel & Textile Industry with clients of x evenues of 1/2 million to \$300 million.
- On July 31, 2005, this firm liquidated and 4 partners of Weinick Sanders Leventhal & Co., LLP joined Cittin Cooperman & Co., LLP.

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Exhibit E

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Document 59-6

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NESENOFF&WILTENBERG

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PARALEGAL TANYA C, SIMMONS

ira s. nesemoff Andrew T. Werdma

Philip A. Byler Alan M. Shecthan Shari S. Laskowitz Laine A. Armstrong Megan S. Goddard Andrew B. Plotkin

January 11, 2008

APPLICATION GRANTED
SO ORDERED

BY TELECOPIER: 212-805-6724

The Honorable Frank Maas, United States Magistrate Judge United States District Court - Southern District of New York Daniel Patrick Moynihan United States Courthouse 500 Pearl Street - Room 740 New York, New York 10007

Frank Maas, USMU

Re:

Great White Bear, LLC. v. Mervyns, LLC

Index No. 66 Civ. 13358 (S.D.N.Y.) (RMB) (FM)

#### Dear Judge Mass:

I am the attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action, but I write this letter on behalf of both Lisa Simpson, Esq., attorney for Defendant Mervyns, LLC ("Defendant Mervyns"), and myself. Counsel have agreed, in respectful deference to each other's professional schedule and commitments as well as experts' schedules and commitments, to adjust the following dates in the schedule for expert discovery: Plaintiff GWB's experts are due to be served January 21 (identity of Plaintiff GWB's experts has already been made per the original schedule); Defendant Mervyns's reports are due to be served February 27; and Plaintiff GWB's rebuttal reports are due to be served March 10. Because the original schedule dates were Court-ordered dates, both Lisa Simpson and I hereby respectfully request that the Court to "so order" this letter to make the agreed upon dates above the new Court-ordered dates. We thank you for your attention to this matter.

Respectfully submitted, NESENOFF & MILTENBERG, LLP

Philip A. Byler, Esq.

Orrick, Herrington & Sutcliffe, LLP. - by telecopier (Lisa T. Simpson, Esq.)

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Exhibit F

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SOUTHERN DISTRICT OF NEW YORK	
GREAT WHITE BEAR, LLC,	x 
Plaintiff,	06 Civ. 13358 (RMB)(FM)
-against -	
MERVYNS, LLC,	
Defendant.	

EXPERT REPORT
OF LAURENCE P. LAZAR

This is a written report by the undersigned, Laurence P. Lazar, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. In this report, I address certain subjects concerning how the garment industry works as those subjects pertain to the case of *Great White Bear, LLC v. Mervyns, LLC*, 06 Civ. 13358 (S.D.N.Y.). For this testimony, I have read the Complaint and Answer and certain depositions and deposition exhibits in the case, and I have done so in order to be sufficiently familiar with the facts and factual issues in the case to be in a position to provide testimony about the garment industry that is of material interest to the case.

### 1. <u>Credentials.</u>

(

After graduating in 1967 from college with a B.S. degree, I was a stockbroker for Newburger Loeb on Wall Street for about six years until 1973. Having saved money during my years as a stockbroker, I looked to buy a business, but instead in 1974 started up a men's shirt company with my own capital. Since that time in 1974, for the last 33 to 34 years, I have been working in the garment industry. The shirt company lasted until 1976 when I closed the business paying creditors 100% on the dollar. I then went to work in merchandising at Shellburn Shirts, at the time the largest domestic manufacturer of men's shirts, and was there from 1976 to 1978.

Page 4 of 17

In 1978, with a partner, I launched Network Industries Corp.; and from March 1978 to 2004, I was the Executive Vice President and a principal of that company. Network Industries Corp. sold men's and boys' wear and grew into a company with \$50 million of annual revenues. The customers included K Mart, Walmart, Target, Caldor and Zayre. My specific areas of focus in running the company were acquisition of product, design and sale of product.

Since 2004, I have been an importing consultant. My years of experience in the garment industry has included, among other things, dealing with all sorts of import issues and problems, as work in the garment industry entails dealing with foreign manufacturing plants in other parts of the world, including Asia. My years of experience in the garment industry has also included, among other things, such matters as contract relations with customers, placing manufacturing orders to fill orders for customers, shipment issues and quality of garments.

What counts in understanding and being able to explain how the garment industry routinely works is experience; it is not an academic subject.

#### 2. The Making Of The Contractual Relationship Between Great White Bear and Mervyns.

The deposition testimony given by Scott Jeffries, the Mervyns Senior Buyer in Juniors whose responsibilities led him to deal with Great White Bear (pp. 14-17), Case 1:06-cv-13358-RMB-FM Document 59-7

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and the deposition testimony given by Great White Bear's Sandy Fodiman, Glenn Sands and Danny Fodiman all contain testimony concerning, as I explain below, what in my opinion, based on my knowledge and experience in the garment industry, would be considered in the garment industry a contractual commitment between Great White Bear and Mervyns for the sale by Great White Bear to Mervyns of "Juniors Collections" and "active wear" in certain agreed upon amounts bearing the label "R for Rampage" label for which Great White Bear obtained an exclusive license from the owner of the mark, Rampage company.

Marked as Exhibit 1 at the Scott Jeffries deposition, Exhibit 1 at the deposition of Sandy Fodiman and Exhibit 6 at the deposition of Danny Fodiman was the transcription of a cell phone message left by Scott Jeffries (bearing the numbering P 01090). Marked as Exhibit 2 at the Scott Jeffries deposition, Exhibit 2 at the deposition of Sandy Fodiman and Exhibit 7 at the deposition of Danny Fodiman was an e-mail exchange between Danny Fodiman forwarding a message from Sandy Fodiman to Scott Jeffries and Scott Jeffries confirming in a message back to Danny Fodiman (bearing the numbering P 01091).

Scott Jeffries testified he recalled these communications, explained his use of certain language in his phone message and his emailed message and stated he had authority to enter into such arrangements. (Scott Jeffries Deposition pp. 36-37, 44-

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1

54.) Richard Leto, the Chief Executive Officer of Mervyns (p. 10), testified that it was "entirely up to him [Scott Jeffries] as to whether he basically did business with Sandy Fodiman," that Scott Jeffries told him (Richard Leto) that "he [Scott Jeffries] had committed to do business under the 'R for Rampage' label," that "they would start with active wear for back to school." (Richard Leto Deposition pp. 20, 23.) While Richard Leto testified that he was not informed about the e-mail bearing the numbering P 01091 and marked for identification as exhibit 1 at Richard Leto's deposition (p. 25-28), I did not see in the deposition testimony any statement that Scott Jeffries was not authorized to make the contractual commitment he did with Great White Bear.

Sandy Fodiman, Glenn Sands and Danny Fodiman in their deposition testimony gave their recollection of how this contractual relationship came about — meetings with Rampage that resulted in Rampage agreeing to give an "R for Rampage" exclusive license for sales of certain Juniors Collections garments by Great White Bear to Mervyns but needing a guaranteed payment by Great White Bear for the license; Sandy Fodiman going to Scott Jeffries for a commitment; and Scott Jeffries calling Sandy Fodiman and leaving a message and then confirming in an e-mail to Danny Fodiman that "Collections" would be \$9,000,000 at cost and \$4,000,000 at cost in "active wear" for a total of \$13,000,000, in an 18-month or 3-

Deposition pp. 113-122.)

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season period, that was up or down 10% aggressive, leaving \$11,700,000 in committed sales from Great White Bear to Mervyns in that 18-month or 3-season period, at a 38% guaranteed margin with an initial mark up at 67%. (Sandy Fodiman Deposition pp. 47-123; Glenn Sands deposition pp. 67-89; Danny Fodiman

The deposition testimony of Danny Fodiman indicates that he has had about 20 years in the garment industry (pp. 11-26); the questioning at that deposition included an extended back and forth between the Mervyns attorney and Danny Fodiman during which Danny Fodiman testified that in the garment industry the transcribed voice message and e-mail documents would be considered a contract and the Mervyns attorney insisted on asking about whether there was a separate signed agreement document (pp. 117-122).

The deposition testimony of Sandy Fodiman indicates that he has had over 40 years in the garment industry (pp. 8-24) and also includes an explanation by Sandy Fodiman of how he considered the voicemail and email reflected in the documents marked P 01090 and P 01091 to constitute a contract (pp. 88-90).

In my experience of almost 34 years in the garment industry and according to my resulting knowledge of how the garment industry has operated and does operate, the transcribed voice message and e-mail documents, P 01090 and P 01091, would

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be considered a contract in the garment industry and a separate signed document would not be required as a matter of general practice.

The garment industry has not operated and does not operate by way of extensively negotiated, detailed written contracts that business people see lawyers present for the acquisition and sale of a business or the purchase and sale of a parcel of real estate. The garment industry moves too fast for there to be such detailed written agreements. It would be an exaggeration to say that orders in the garment industry may be written on toilet paper, but it is worthwhile to make the exaggerated statement so that it is understood that in the garment industry what would be considered a contractual commitment may be made on the strength of "verbals" and a confirming e-mail.

I have been asked whether the transcribed voice message and e-mail documents, P 01090 and P 01091, would be the basis for a company, here Great White Bear, to enter into an exclusive license agreement with another company, here Rampage; and the answer is yes. The exclusive license agreement in question appears to a document entitled "First Amendment To License Agreement," marked as Iconix Exhibit 4. The deposition testimony of Sandy Fodiman (pp. 61-62, 66-68, 72, 86-87, 89-90) discusses the need for a commitment from Mervyns — a commitment that Sandy Fodiman understood from Mervyns that Scott Jeffries could make — in order

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for Great White Bear to enter into the exclusive license with a guaranteed license

payment to Rampage of a minimum of \$400,000. This is a reflection of how in the

garment industry the transcribed voice message and e-mail documents, P 01090 and

P 01091, would be considered a contractual commitment.

I have also been asked whether the transcribed voice message and e-mail documents, P 01090 and P 01091, would be considered in the garment industry a sufficiently detailed commitment; and the answer is yes. In the kind of contractual arrangement made here involving a "Collection" of garments and a group of garments ("active wear"), buyer and seller would need to massage the precise selection of the kinds of specific tops, bottoms and the like, but would do so with cost dictating price and with the object of offering what would sell well in the stores, knowing that it would take three or four deliveries to figure out what was going to sell to Mervyns customers; in the end, the total purchased from Great White Bear would reflect the approximate ratio of \$9,000,000 at cost in "Collections" and \$4,000,000 at cost in "active wear" and would still be at least \$11,700,000 in an 18-month or 3-season period. That Mervyn Chief Executive Officer Richard Leto testified (pp. 25-29) that he was not informed about the commitment reflected in the transcribed voice message and e-mail documents bearing the numbering P 01090 and P 01091(the latter of which was shown to him at his deposition) and that in April 2005 there was not a

meeting right before Scott Jeffries was transferred concerning the commitment to

Great White Bear does not square with the expectation that I would have with respect
a company dealing with the garment industry such as Mervyns.

I have finally been asked whether the transcribed voice message and e-mail documents, P 01090 and P 01091, would be considered in the garment industry a non-binding "projection"; and the answer is no. I note that at one point in the deposition of Sandy Fodiman, he was asked whether the voicemail in the document marked P 01090 contained a "projection," and Sandy Fodiman's answer was "No, this is the confirmation of what he [Scott Jeffries] could comfortably handle at Mervyns. . . . This document is a voicemail left by Scott Jeffries to me to confirm our agreement that was made by him to me and Great White Bear." (Sandy Fodiman Deposition p. 71-72.) A projection is not an agreement and not something upon which a company such as Great White Bear could rely in order to enter into a license agreement with the owner of a mark such as Rampage and agree with the owner of the mark to pay a guaranteed amount of royalty as Great White Bear did with Rampage.

## 3. Problems In The Contractual Relationship Between Great White Bear And Mervyns.

The Complaint and the deposition testimony and exhibits that I read reflected that issues arose in the relationship between Great White Bear and Mervyns. In the

normal course in the garment industry, issues will arise and require good faith behavior by a seller and a buyer because we are typically dealing in the garment industry with an ordering, production, shipping and delivery process that involves international commerce and has the potential for a number of problems to develop.

Ordering, Production, Shipping and Delivery Process. The ordering, production, shipping and delivery process in the garment industry typically may be summarized as follows: (i) the placement of orders of specific items of clothing by the buyer with the seller; (ii) the seller going to a factory that today is abroad -- most often somewhere in Asia -- and placing production orders with that factory; (iii) the factory's production of the ordered garments; (iv) the seller's coordination with the factory of receipt of the produced garments for shipment to the United States; (v) the shipment of the ordered garments from the country of the factory to the United States; (vi) the movement of the ordered garments through customs and not delayed by quota limitations on garments coming from a particular country such as China; (vii) the seller's taking possession and inspection of the ordered garments and preparation of the ordered garments for delivery to the buyer; and (viii) the delivery of the ordered garments by the seller to the buyer at a location designated by the buyer with packing and labeling done per the buyer.

This ordering, production, shipping and delivery process requires good faith

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behavior by a seller and a buyer; there needs to be communication, coordination and cooperation between buyer and seller. There cannot be, on the buyer's part, a breakdown in communication, coordination and cooperation about which Glenn Sands appears to be was complaining in an e-mail dated June 20, 2005, to Sandy Fodiman; the e-mail was Glenn Sands deposition exhibit 7 (bearing the numbering M 02480 and P 01114). Glenn Sands testified: that he knew his e-mail "by heart"; that the problems identified in the e-mail were "not done to help us"; that he told Sandy Fodiman the Mervyns account had become his "worst nightmare"; that it was obvious to Glenn Sands that after Scott Jeffries had left the account, Mervyns buyer Laura Willett "wanted no part" of Great White Bear; that it is very easy for a buyer to blame the seller saying "you didn't do this, you were suppose to do this"; but that Great White Bear did everything it was suppose to do. (Glenn Sands Deposition pp. 177-184.)

I note in this connection that Laura Willett, the Buyer who moved to Juniors in April 2005 after Scott Jeffries was transferred to another department at Mervyns, testified that she never placed an order with Great White Bear, could not recall discussions with the Junior Buyer Heather Takagi who did place such orders and she (Laura Willett) clearly had an unfriendly relationship with Great White Bear's Glenn Sands. (Laura Willett Deposition pp. 12-13, 38-40, 68-69.) I also note in this

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connection that while Laura Willett expressed a negative view of Glenn Sands, she was a buyer for Mervyns for various kinds of garments only since 2003 and thus had about 2 years of experience in dealing with the garment industry (Laura Willett Deposition pp. 10, 12, 68-69), whereas in contrast, Glenn Sands had 30 years of experience in the garment industry, including being a company owner (Glenn Sands Deposition pp. 13-33).

Assuming the truth of what Glenn Sands stated in the referenced e-mail (Glenn Sands deposition Exhibit 7) and the referenced testimony (Glenn sands deposition pp. 177-184) for the purpose of this written report outlining expert testimony, then what Glenn Sands describes is havoc in the ordering, production, shipping and delivery process that a buyer can cause. Other problems can arise as well discussed next.

Placement of Orders. Standard in the garment industry is the need for 90 to 120 days lead time for the seller to fill orders from the buyer. Glenn Sands testified that he complained numerous times to Heather Takagi, a Mervyns Junior Buyer, and Laura Willett, the Mervyns Buyer, about being given only 60 to 75 days for orders, that 90 days were needed especially given the problem with the China embargo but that his complaints fell on "deaf ears." (Glenn Sands Deposition pp. 159-163.) Danny Fodiman also testified that Great White Bear was being given 60 to 75 days lead time when 90 days were needed (Danny Fodiman Deposition pp. 190-191), and

Danny Fodiman wrote to Laura Willett in an October 17, 2005 e-mail: "We need 90 days going forward on anything to not have any problems going forward." (Willett Deposition Exhibit 5, P 00283.) The need for a 90-day lead time was also reflected in Laura Willett's deposition testimony, when she testified that "it's understood that the junior division typically works on a 90-day lead time." (Laura Willett Deposition p. 51.)

The ordering, production, shipping and delivery process of the garments simply takes time. Part of a working relationship between buyer and seller is for the buyer to communicate information to seller so that seller can initiate the production of the desired garments and then once produced, so that the produced garments are placed in international shipment for delivery in the United States where the seller can prepare the garments for delivery to the buyer per the instructions of the buyer. If it is assumed for the purpose of this written report outlining expert testimony that, as testified to by Glenn Sands and Danny Fodiman, Mervyns gave to Great White Bear only 60 to 75 days to fill orders, then the experience of the garment industry is that Mervyns was giving Great White Bear insufficient time to fill orders.

<u>Collections.</u> Another aspect of difficulty in this case in terms of how the garment industry operates is that what Mervyns was buying from Great White Bear was in good part "Collections." According to the testimony of Glenn Sands, Scott

Jeffries wanted "Collections" to be sold under a Rampage label. I know from my own knowledge in the garment industry that Glenn Sands is correct in his testimony that selling "Collections" adds a dimension of difficulty because, among other things, product comprising the "collection" may be manufactured in different countries with different quotas, there is a need to match colors at the manufacturing level and there is a need to coordinate shipments to fill the orders (Glenn Sands Deposition pp. 71-74). When "Collections" are the subject of a sale in the garment industry, there is all the more reason for good faith cooperation on the part of the buyer and the seller and a need to allow sufficient lead time to fill orders.

Import Quota Limitations and Embargos; Related Customs Delays. I am presently an importing consultant because in my years of experience in the garment industry, I had to deal with the matter of import quotas and embargoes into the United States of garments from a foreign country such as China, with the attendant difficulties and delays in United States customs. I know from my own work that in mid-2005, the United States imposed quotas in imports from China, effectively embargoing shipments from China of garments made in China and tying them up in customs.

Import quota limitations and embargos are not something that a company can do anything about when imposed; they are something concerning which a buyer and

seller need to communicate and cooperate.

Willett Deposition Exhibit 5 was an exchange of e-mail between, primarily, Danny Fodiman and Laura Willett in early to mid-October 2005 (bearing numbers P 00281-00287). Danny Fodiman states, among other things, in his October 17, 2005 e-mail that: "Not only am I having problems with China but the entire market is as I deal with many other retailers. As for customs we send someone there everyday. Every effort has been made to communicate with your staff. At tremendous amounts of money and effort we have done everything humanly possible to do the right thing." (Willett Deposition Exhibit 5, P 00282.) Yet, while Laura Willett seems in her October 18, 2005 e-mail to concede that Great White Bear was doing "everything in [its] power" to deal with "the China embargo and customs delays," she makes clear that Mervyns may not proceed in buying "R for Rampage" from Great White Bear. (Willett Deposition Exhibit 5, P 00281.) Assuming the truth of what Danny Fodiman stated in his e-mail for the purpose of this written report outlining expert testimony, then what Danny Fodiman describes is the good faith conduct of a company coping with what was a market-wide problem and does not seem in my opinion to be a sufficient occasion for Mervyns's terminating what in my opinion is a contractual commitment with Great White Bear.

That Michael Wallen, the Mervyns General Merchandise Manager, did not

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recall the China embargo and resulting customs delays in 2005, was not in communication with Great White Bear concerning shipments and did not recall emails between Great White Bear and Mervyns regarding shipment issues (pp. 4, 37-38, 46) made his testimony on this matter not something that, in my opinion and from my experience, I would consider reliable for assessing the situation with respect to

the ordering, production, shipping and delivery process as it worked in this case.

Quality of Garments. The quality of garments is a far more serious issue because while there may be problems in the course of the ordering, production, shipping and delivery process of the garments, once the garments are in the United States and available for delivery to the buyer, they need to conform to the expected quality for sale to the ultimate customer in the general public. I did not see anything in what I read in the Complaint and Answer or in the deposition testimony and exhibits that indicated a problem in the quality of the "R for Rampage" garments sold

Dated: January 17, 2008

by Great White Bear to Mervyns.

Laurence P. 1

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Exhibit G

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	DISTRICT COURT TRICT OF NEW YORK	ζ .
GREAT WHITE B	EAR, LLC	X
-against-	Plaintiff,	06 Civ. 13358 (RMB)(FM) 
MERVYNS, LLC		i i
	Defendant.	

**EXPERT REPORT** OF STEPHEN J. RANKEL

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This is a written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. I address the damages suffered by Great White Bear, LLC, resulting from Mervyns.

My report is in the following three exhibits. Exhibit A contains my credentials. Exhibit is my recap of damages with Mervyns. Exhibit C contains the financial history of Great White Bear, LLC.

All of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents.

Stephen J. Rankel, CPA

Date

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Exhibit A

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My credentials are as follows:

College -- Baruch College, January 1980

Certified Public Accountant - New York State, November 1983

Work Experience – Weinick Sanders & Co., LLP – changed name to Weinick Sanders Leventhal & Co., LLP in July 1997. Started with this firm in April 1980, as a staff accountant. From September 1984 to March 1985 worked as a CFO for a client of the firm, returned to Weinick Sanders & Co., LLP in March 1985. Made Partner in 1987, Executive Partner in 1992 and Managing Partner of the firm in 1996. This firm specialized in the Apparel and Textile Industry with myself having over 25 years of experience in this field.

In August 2005, Weinick Sanders Leventhal & Co., LLP split up and four Partners including myself joined Citrin Cooperman & Company, LLP which I am an Executive Partner of the firm.

I am a member of the New York State Society of Certified Public Accountants, as well as a member of the American Institute of Certified Public Accountants.

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Exhibit B

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## Great White Bear LLC (Plaintiff) against Mervyns, LLC Defendant

Re: Claims against Mervyns

Recap of Damages

Reference#		
	Projected Losses	
1	Loss of Orders	\$ <u>3,760,000</u>
	Actual Losses	
2	Royalty Agreement (Rampage)	\$ 288,000
	Returns and cancellations of	,
3	orders by Mervyns	250,000
4	Chargebacks not justified	225,000
5	Samples & Development Costs	95,000
6	Additional Employees Time and Effort	370,000
7	Interest	40,000
8	Travel	12,000
9	Loss Opportunity Costs	700,000
10	Showroom Expenses	400,000
11	Overseas Deposits	494,000
	Total Actual Losses	2,874,000
	Total Claim	\$ <u>6,634,000</u>

#### Reference #

1

### Projected Losses

Mervyns committed to a \$13 million program at cost allowing for a 10% deviation down (or 11.7 million) over an eighteen month period. Mervyn's placed \$2.3 million in orders with the Company, so using the conservative approach of \$11.7 million (allowing for 10% deviation) the Company has an open order for \$9.4 million of merchandise.

Based on Mervyns not giving GWB the remaining \$9.4 million in orders, the Company sustained a loss as follows:

Loss Sales	\$9,400,000
Gross Profit (%)	<u>40</u> %
Gross Profit (\$)	\$3,760,000

The Company loss \$3,760,000 gross profit on this agreement.

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Reference #

#### Actual Losses

2

#### Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

3

### Returns and Cancellations

Mervyns returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

4

### **Chargebacks**

Mervyns made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyns.

5

#### Samples and Development Costs

GWB was required to create a new sportswear line for Mervyns because of exclusive license of "Rampage Label" in the garments. The costs incurred by GWB was (i) purchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

6

#### Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Mervyns business was incremental business that required the Company to hire additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (fringes) and medical insurance.

7

### Interest

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or returned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

8

#### Travel

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyns.

9

## Loss Opportunity Cost

GWB had a core customer base of \$8,000,000 which excluded Mervyns. To prioritize the customers GWB placed priority on Mervyns which resulted in a loss of 2 customers (Charming and Cato's). This merchandise was delivered late and GWB incurred substantial losses on the merchandise.

10 Showtoom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showroom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showroom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

11 Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the garments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

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Exhibit C

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### History of Great White Bear LLC

The LLC was formed as a Limited Liability Company on April 24, 2003 and began business on May 12, 2004.

	Equity Contributed	Loans to LLC	<u>Sales</u>	Profit (Loss)
May 12, 2003 to December 31, 2003	200,000	300,000	<b>\$9,2</b> 81,000	247,000
For Year Ended December 31, 2004	****	250,000	8,464,000	13,000
For Year ended December 31, 2005	***	100,000	8,619,000	(1,399,000)
From January 1, 2006 to September 1, 2006		578,000	3,191,000	(1,286,000)
Subsequent to September 1, 2006		625,000 (A)		

Based on the financial information above, GWB's financial stability declined in 2005, the year they started the Mervyns Program. In 2005, GWB had to make advances to overseas suppliers in 2005 to meet possible doubling of volume. This created outstanding advances to suppliers of \$674,000 at June 30, 2005, \$603,000 at September 30, 2005 and \$220,000 at December 31, 2005 because of write offs in 2005.

The factor (IDB factors) required that GWB put more funds into the business which they did and in August 2006, the factor stopped advancing GWB funds which forced GWB to hire a bankruptcy attorney to negotiate a settlement on the over advance at the factor. Sanford Fodiman had to guarantee a payment personally of \$625,000 payable over 2 years to obtain all releases from the factor. This \$625,000 is not reflected as part of the loans/equity of GWB.

(A) Amount that the factor required Sanford Fodiman to pay based on his personal guarantee at the factor.

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Exhibit H



ORRICK, HERRINGTON & SUTCLIFFE LLP 666 T FTH AVENUE NEW YORK, NY 10103-0001 tel 2:2-506-5000 fax 212-506-5151 WWW.ORRICK.COM

February 6, 2008

Lisa T. Simpson (212) 506-3767 Isimpson@orrick.com

BY FACSIMILE

Philip A. Byler Nesenoff & Miltenberg, LLP 363 Seventh Avenue -- Fifth Floor New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We have reviewed the expert reports of Stephen J. Rankel and Laurence P. Lazar, submitted by Great White Bear LLC ("GWB") and served on Mervyn's LLC ("Mervyn's") on January 21, 2008. Both reports fail to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

Rule 26(a)(2)(B) requires that each testifying expert's report contain a complete statement of all the opinions of the witness and the basis and reasons for those opinions. The report must disclose "the data or other information considered by the witness" in reaching his opinion and "any exhibits that will be used to summarize or support" his opinions. In addition, Rule 26(a)(2)((B) requires that each witness list all publications authored by him within the last ten years, all cases in which the witness has testified as an expert during the previous four years and a statement of the expert's compensation. The reports provided by GWB do not satisfy these requirements.

Specifically, the expert report of Stephen J. Rankel is woefully deficient. Rather than providing a complete statement of the basis and reasons for his stated opinion or specifically identifying the data or information considered in preparing his report, Mr. Rankel indicates that "[a]ll of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents." This general reference to GWB's financial records is not sufficient. Mr. Frankel is required to identify specifically the documents or other information on which he relies. Further, since he did not disclose any documents other than the exhibits attached to his report in accordance with the requirement that he disclose "any exhibit that he will use to support his opinion," we assume that those attachments will be the only exhibits on which Mr. Frankel seeks to rely at trial.

Finally, Mr. Rankel fails to list of all publications authored by him within the proceeding ten years (if there are none, please so state), fails to list any other cases in which he has



Philip A. Byler February 6, 2008 Page 2

testified as an expert at trial or by deposition within the preceding four years (if there are none, please so state), and fails to indicate the compensation to be paid for his study and testimony in this case.

Mr. Lazar's report similarly fails to list any publications authored by Mr. Lazar within the proceeding ten years and any other cases in which he has testified as an expert within the preceding four years, and fails to state the compensation to be paid for his study and testimony.

We request that GWB immediately remedy these deficiencies and provide reports in conformity with the requirements of Rule 26 so that Mervyn's expert witnesses can proceed to prepare their rebuttal reports.

Sincerely

Lisa T. Simpson

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Exhibit I

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# NESENOFF & MILTENBERG, LLP

attorneys at law 363 Seventh Avenue Fifth Floor New York, New York 10001-3904

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PHILIP A. BYLER
ALAN M. SHECTMAN
SHARI S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

February 11, 2008

By Telecopier & Regular U.S. Mail

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

Re:

Great White Bear v. Mervyns, LLC,

Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

I have your letter dated February 6, 2008, requesting further information concerning Plaintiff Great White Bear's experts Laurence P. Lazar and Stephen J. Rankel. I will put this information in supplemental statements once people get back into town.

Laurence P. Lazar has not published anything in the last ten years, has not testified as an expert in the last four years and is not receiving compensation. His opinions and the bases and reasons for those opinions are stated in his expert report. As reflected in his expert report, he was provided the pleadings, the depositions and the deposition exhibits in this case.

Stephen J. Rankel has not published anything in the last ten years, has not testified as an expert in the last four years and is not receiving a special fee or other form of compensation for his testimony but rather is billing the company for his time at his normal rate (\$400 an hour) that is standard in the industry. His opinions and the bases and reasons for those opinions are stated in his expert report; he can further itemize the categories of documents for each item of identified damage. As reflected in his expert report, he has knowledge of the financial records of the company.

I am still working on responding to your letter dated January 30, 2008, which has taken much, much longer than expected. Politics is more interesting right now.

Very truly yours, NESENOFF & MILTENBERG, LLP

Rw.

hilip A. Byler, E

02/13/2008 12:08 FAX 0000000000 Document 59-10 Filed 04/24/2008 Page 3 of 4 NESENOFF&MILTENBERG 2001

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## NESENOFF & MILTENBERG, LLP 363 SEVENTH AVENUE NEW YORK, NEW YORK 10001

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Date: Fe	bruary 13, 2008	2 Page(s) (Including This Sheet)
SEND TO:	Name:	Lisa T. Simpson, Esq.
	Facsimile No.: Telephone No.:	Orrick, Herrington & Sutcliffe, LLP. 212.506.5151 212.506.3767
FROM:	Name:	Philip A. Byler, Esq.

# **COMMENTS TO RECEIVER:**

Re: Great White Bear, LLC. v. Mervyns, LLC.

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Page 4 of 4

## NESENOFF & MILTENBERG, LLP 363 SEVENTH AVENUE NEW YORK, NEW YORK 10001

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#### PRIVILEGED AND CONFIDENTIAL

Date: February 13, 2008

2 Page(s) (Including This Sheet)

SEND TO: Name: Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
212.506.5151
Telephone No.: 212.506.3767

FROM: Name: Philip A. Byler, Esq.

## COMMENTS TO RECEIVER:

Re: Great White Bear, LLC. v. Mervyns, LLC.

Please see the enclosed.

Please contact our office at 212.736.4500 if there are any problems with this transmission.

Case 2:06-cv-13358-RMB-FM Document 68-14 Filed 06/23/2008 Page 23 of 46

Case 1:06-cv-13358-RMB-FM Document 59-11 Filed 04/24/2008 Page 1 of 4

Exhibit J

Document 59-11

Filed 04/24/2008

Page 2 of 4

# NESENOFF & MILTENBERG, LLP

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PHILIP A BYLER
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SHARI S. LASKOWITZ
LAINE A ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

February 20, 2008

By Telecopier & Regular U.S. Mail

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

Re: Great White Bear v. Mervyns, LLC,

Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

Per what I have told you, enclosed is the supplement to the expert report of Laurence P. Lazar. I expect to have a supplement to the expert report of Stephen J. Rankel shortly and will immediately produce it to you.

Very truly yours, NESENOFF & MILTENBERG, LLP

1: The Oyen

Document 59-11

Filed 04/24/2008 Page 3 of 4

UNITED STATES DISTRICT SOUTHERN DISTRICT OF N		-
GREAT WHITE BEAR, LLC,		
Plaintii	f,	06 Civ. 13358 (RMB)(FM)
-against -		[ 
MERVYNS, LLC,		
Defend	ant.	

SUPPLEMENT TO EXPERT REPORT OF LAURENCE P. LAZAR

Case 2:06-cv-13358-RMB-FM Document 68-14 Filed 06/23/2008 Page 26 of 46

Case 1:06-cv-13358-RMB-FM

Document 59-11

Filed 04/24/2008

Page 4 of 4

This is a supplement to the written report by the undersigned, Laurence P. Lazar, in compliance with what I have been advised are the requirements with respect to

expert testimony in federal court.

I have not published anything in the last ten years, have not testified as an expert

in the last four years and am not receiving compensation. My opinions and the bases

and reasons for those opinions are stated in my expert report dated January 17, 2008.

As reflected in my expert report dated January 17, 2008, I was provided what were

represented to me were the pleadings, the depositions and the deposition exhibits in

this case, and I make reference to certain points to those documents in my report.

Dated: February 20, 2008

Laurence P. Laza

-1-

Case 2:06-cv-13358-RMB-FM Document 68-14 Filed 06/23/2008 Page 27 of 46 Case 1:06-cv-13358-RMB-FM Document 59-12 Filed 04/24/2008 Page 1 of 3

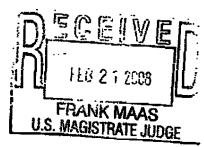
Exhibit K

Document 59-12

Filed 04/24/2008

Page 2 of 3







Lisa T. Simpson

(212) 506-3767 Isimpson@orrick.com

February 21, 2008

BY HAND

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: Great White Bear, LLC v. Merryns, LLC (06 CV 13358)

Dear Magistrate Judge Maas:

USDC SDNY DOCUMENT

DOCUMENT
ELECTRONICALLY FILED
DOC #:

DATE FILED: 2/2/109

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Both of Plaintiff's reports failed to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

We write to request (1) a firm date for the production of Plaintiff's promised supplemental report from its damages witness, Mr. Rankel; and (2) an extension to a reasonable date thereafter (Defendant would propose 20 days) for Defendant to serve its expert reports.

On February 6, 2008, Defendant sent a letter to counsel for GWB identifying the deficiencies in Plaintiff's expert reports and requesting that Plaintiff immediately provide reports in conformity with the requirement of Rule 26 so that Mervyn's expert witnesses could proceed to prepare their responsive reports. That letter is attached hereto as Exhibit A. Plaintiff's counsel responded by letter dated February 11, 2008 (but faxed February 13), attached as Exhibit B hereto, informally providing some of the information requested and agreeing to provide supplemental reports. By letter dated February 19, attached hereto as Exhibit C, Defendant indicated that it would await the promised supplemental reports so that Defendant's expert witnesses could perform a meaningful analysis and response. Defendant further requested that Plaintiff provide the date on which it would produce the supplemental reports and requested that Plaintiff agree to a reasonable date thereafter for Defendant to submit its expert witness reports. Thereafter, the parties engaged in the e-mail traffic attached as Exhibit D, and Plaintiff thereafter provided, on February 20, 2008, a supplemental report for one of its two expert witnesses, Larry Lazar. Plaintiff promised to provide the supplemental report of its damages witness "shortly."

Document 59-12

Filed 04/24/2008

Page 3 of 3

Ms. Simpson's objections do not appear to be were bechnealities, as suggested in Mr. Byler's 2/25/08 letter. Indeed, she indicated that plantif's Financial expert has not sufficiently identified The materials upon where he relies - information more The Honorable Frank Maas In any event, companying untially ungut have

obvicted Merryn's objections. February 21, 2008

Page 2

Grew White Beau is derected to complete its expect de closures by March 14, 2008; defendair Merryris reports shall be due by April 4, 2001 (hogiter with all

Defendant's expert witness reports are currently due next Wednesday, February 27, 2008, and Defendant has yet to receive a complete report pursuant to Rule 26 from Plaintiff's regular damages witness. Defendant's expert witnesses, and particularly Defendant's financial expert by witness, cannot meaningfully analyze or respond to Plaintiff's damages report in its current form. (a)(2); les Plaintiff's damages report is attached hereto as Exhibit E. As is quickly apparent from a review and a second seco of the report, it is lacking numerous of the requirements of Rule 26. Most noticeably, the damages figures provided are completely unsupported by any documentation, yet Mr. Rankel telephone) states that the information "was abstracted from Great White Bear, LLC financial records and and previous documents." This general reference to financial records is not sufficient. If documents exist School and which support Mr. Rankel's figures, and he has relied on those documents in forming his ou Hard 31, opinion, Defendant is entitled to know what those documents are with specificity. 2008 of 10 Am.

Defendant therefore requests a date certain for the production of Plaintiff's supplemental damages report and an extension of the due date for Defendant's expert witness reports to a date 20 days following the production of Plaintiff's supplemental report (and that the remainder of the expert witness deadlines be adjusted accordingly).

Thank you for your attention to this matter.

Respectfully submitted,

is Sugarnfut

Lisa T. Simpson

Philip A. Byler, Esq. (By Hand) CC: Counsel for Great White Bear, LLC

Since it is expected that Defendant's industry witness also can speak to certain aspects of Plaintiff's damages report, Defendant requests that the deadline for all of Defendant's expert reports be extended so that Defendant's expert witnesses can each sufficiently review and analyze the supplemental damage report expected from Plaintiff.

Document 68-14

Filed 06/23/2008

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Document 59-13

Filed 04/24/2008

Page 1 of 7

# Exhibit L

Document 59-13

Filed 04/24/2008

Page 2 of 7

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LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

February 28, 2008

# **BY OVERNIGHT**

Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe, LLP. 666 Fifth Avenue New York, New York 10103

Re: Great White Bear v. Mervyns, LLC,

Index No. 06 Civ. 13358 (S.D.N.Y.) (RMB)

Dear Lisa:

Enclosed is the supplement to the expert report of Stephen J.Rankel that I had expected to get to you a week ago.

As I have already supplied to you a supplement to the expert report of Laurence P. Lazar and now am supplying a supplement to the expert report of Stephen J. Rankel and the last date for me to provide supplements is March 14, a little over two weeks away, I think that it is only fair for you NOW to state at this point whether you concede that I have complied with the requirement as to supplements and if not, in what specific respect or respects.

If you have any questions or problems with respect to the foregoing, please raise them with me.

Very truly yours,

NESENOFF & MILTENBERG, LLP

By:

Byler, Esq.

Document 59-13

Filed 04/24/2008 2 P20768

UNITED STATES DISTRICT OF		
GREAT WHITE BEAR, LLC	```	
	•	06 Civ. 13358 (RMB)(FM)
Plain	tiff,	1
-against-		. <b>[</b> .
MERVYNS, LLC		1   
Defer	ndant.	 

SUPPLEMENT TO EXPERT REPORT OF STEPHEN J. RANKEL Document 59-13

Filed 04/24/2008

Page 4 of 7

This is a supplement to the written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court.

I have not published anything in the last ten years, have not testified as an expert in the last four years and am not receiving a special fee or other form of compensation for my testimony but rather am billing the company for my time at my normal rate (\$400 an hour) that is standard in the industry.

My opinions and the bases and reasons for those opinions are stated in my expert report dated January 21, 2008. I can further itemize the categories of documents for each item of identified damage and do the attached Exhibit D. As reflected in my expert report, I have knowledge of the financial records of the company.

Dated: February 20, 2008

Stephen J. Rankel, C.P.A.

Case 2:06-cv-13358-RMB-FM Document 68-14 Filed 06/23/2008 Page 34 of 46

Case 1:06-cv-13358-RMB-FM Document 59-13 Filed 04/24/2008 Page 5 of 7

Exhibit D

Case 2:06-cv-13358-RMB-FM Document 68-14 Filed 06/23/2008 Page 35 of 46

Reference#

3

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#### Actual Losses

2 Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

Returns and Cancellations

Mervyns returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

**Chargebacks** 

Mervyns made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyns.

Samples and Development Costs

GWB was required to create a new sportswear line for Mervyns because of exclusive license of "Rampage Label" in the garments. The costs incurred by GWB was (i) putchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Mervyns business was incremental business that required the Company to hite additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (fringes) and medical insurance.

Interest

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or teturned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

Travel

Loss Opportunity Cost

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyns.

GWB had a core customer base of \$8,000,000 which excluded Mervyns. To prioritize the customers GWB placed priority on Mervyns which resulted in a loss of 2 customers (Charming and Cato's). This merchandise was delivered late and GWB incurred substantial losses on the merchandise.

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Case 1:06-cv-13358-RMB-FM

Document 59-13

Filed 04/24/2008

Page 7 of 7.\_

10

11

## Showtoom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showtoom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showroom such as selephone, moving, stationary, etc. These costs are approximately \$400,000.

Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the garments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

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Case 1:06-cv-13358-RMB-FM Document 59-14 Filed 04/24/2008 Page 1 of 3

Exhibit M

03/06/2006 ase 02/08/2V-12/35868MB-FM

Doorment first factor Filed 04/24/2008

Page 2 of 2002/002



ORRICK, BERRINGTON & SUTCLIFFE (LF
666 FIFTH AVENUE
NEW YORK, NY 10103-0001
iei 212-506-5000
fax 212-506-5151
www.orrick.com

March 6, 2008

Lisa T. Simpson (212) 506-3767 (simpson@orrick.com

BY FACSIMILE

Philip A. Byler Nesenoff & Miltenberg, LLP 363 Seventh Avenue -- Fifth Floor New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We are in receipt of the supplement report of Stephen Rankel, sent by cover letter dated February 28, 2008. Mr. Rankel's report remains deficient and fails to satisfy the requirements of Federal Rule of Civil Procedure 26(a)(2)(B) for the reasons previously set forth in my correspondence with you and with Magistrate Judge Maas and as set forth in the Court's February 25, 2008 Order.

Sincerely

Ties T Simpson

03/06/2006 alse 020FASV-12B5504RIMB-FM

Document fight five Top Filed 04/24/2008

Page 3 of 2 001/002



ORRICK, HERRINGTON & SUTCLIFFE LLP 666 FIFTH AVENUE NEW YORK, NY 10103-0001 tel 212-506-5000 fax 212-506-5151 WWW.ORRICK.COM

**FAX TRANSMISSION** 

DATE

March 6, 2008

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(INCLUDING COVER SHEET)

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FROM

Name

Lisa Simpson, Esq.

(212) 506-3767

TO

name

company/firm

Tel

Fax

Philip A. Byler, Esq.

Nesenoff & Miltenberg,

212-736-4500

212-736-2260

RE:

Great White Bear, LLC. v. Mervyns, LLC

MESSAGE

C-M-A 1339/2005 (5104)

ORIGINALS TO FOLLOW BY MAIL?

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Case 1:06-cv-13358-RMB-FM Document 59-15 Filed 04/24/2008 Page 1 of 7

Exhibit N

Document 59-15

Filed 04/24/2008

Page 2 of 7

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ANDREW B. PLOTKIN

March 14, 2008

#### **BY OVERNIGHT**

Lisa T. Simpson, Esq. Orrick, Herrington & Sutcliffe, LLP. 666 Fifth Avenue New York, New York 10103

Re:

Great White Bear v. Mervyns, LLC,

Index No. 06 Civ. 13358 (S.D.N.Y.) (RMB)

Dear Lisa:

Enclosed is a second supplement to the expert report of Stephen J. Rankel. With this supplementation, there can be no reasonably raised issue about the compliance with the Rankel Report with Rule 26(a)(B). The report does contain: (i) a complete statement of all opinions that the witness will express and the basis and reasons for them; (ii) the data considered by the expert witness; (iii) the exhibits that summarize his testimony; (iv) the witness's qualifications, including a statement about publications; (v) a statement concerning prior expert testimony; and (vi) a statement on compensation. The enclosed second supplementation provides an amplification as to each item of damage in the Exhibit B Chart (which already had footnotes).

If you have any questions or problems with respect to the foregoing, please raise them with me.

Very truly yours,

NEŠENOFF & MILTENBERG, LLP

Rv:

ilip A. Byler, Esq.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	
GREAT WHITE BEAR, LLC,	X 
Plaintiff,	06 Civ. 13358 (RMB)(FM)
-against -	
MERVYNS, LLC,	
Defendant.	

SECOND SUPPLEMENT TO EXPERT REPORT OF STEPHEN J. RANKEL

Case 1:06-cv-13358-RMB-FM Document 59-15 Filed 04/24/2008 Page 4 of 7...

This is the second supplement to the written report by the undersigned, Stephen J. Rankel. Attached as Exhibit E is an amplification of the information providing the bases for my opinions in my expert report.

Dated: March 13, 2008

Stephen J. Rankel, ,C.P.A.

Case 2:06-cv-13358-RMB-FM Document 68-14 Filed 06/23/2008 Page 44 of 46 Case 1:06-cv-13358-RMB-FM Document 59-15 Filed 04/24/2008 Page 5 of 7

Exhibit E

Case 1:06-cv-13358-RMB-FM Document 59-15 Filed 04/24/2008 Page 6 of 7

#### Exhibit E

### Amplification of basis of items 1 through 11 in Exhibit B

#### From Exhibit B Reference A

- Projected Loss GWB provided cmails, spreadsheets and documentation on the styles purchased by Metvyns as well as the costs to manufacture those styles. In addition, once the documents were presented, calculations were performed to calculate the loss.
- 2) Royalty Payments GWB had two agreements for review, the original agreement and the termination agreement. To show that there was a royalty agreement with Rampage that Mervyns had the exclusive right to the name. The company provided cancelled checks to back up the loss.
- 3) Returns and Cancellations GWB provided cancellation letters, emails on cancellations and garments returned from Mervyns. The inventory was specifically purchased for Mervyns and was sold off to third parties at below the cost of the garment.
- 4) <u>Chargebacks</u> GWB provided the factor statements which documented all of the deductions that were taken by Mervyns when they were paying GWB's invoices. There were some back up documents from Mervyns verifying these deductions.
- 5) Sample and Development Costs GWB had to create a new line for Mervyns since they had the exclusive rights of Rampage name for sportswear. These styles had to now and different any other styles in GWB's line. The Company had to buy and make samples which they are invoices.
- 6) Additional Employees Time and Efforts To start up a new line for Mervyns, GWB had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns.

(

7) Interest – GWB as well as any company that is starting up a new division needs capital as in the case of GWB. They borrowed funds from a factor and they incurred interest charges. The financing was for developed costs, people travel, cost to carry inventory and to pay suppliers.

- 8) <u>Travel</u> GWB had to travel overseas to review the foreign factories that were producing the garments.
- 9) Loss Opportunity Costs The Company's main focus was on the development of the Metryns line. This resulted in GWB losing 2 significant customers and a lot of bad will with other customers because of where the priorities were placed.
- 10) Showroom GWB entered into a new lease for there headquarters. The Company had copies of leases and cancelled checks to support the payments.
- 11) Overseas Deposits GWB pays various suppliers funds before the delivery of merchandise because of the use of new factories. These suppliers would not do business unless deposits were made.

Case 2:06-cv-13358-RMB-FM Document 68-15 Filed 06/23/2008 Page 1 of 43

Case 1:06-cv-13358-RMB-FM Document 59-16 Filed 04/24/2008 Page 1 of 32

Exhibit O

Document 59-16

Filed 04/24/2008

Page 2 of 32



ORRICK, HERRINGTON & SUTCLIFFE LLP 666 FIFTH AVENUE NEW YORK, NY 10103-0001 tel 212-506-5000 fax 212-506-5151 WWW.ORRICK.COM

Lisa T. Simpson

(212) 506-3767 Istmpson@orrick.com

March 21, 2008

BY HAND

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: Great White Bear, LLC v. Mervyn's, LLC (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. Pursuant to Local Rule 37.2, we write this letter to request a conference with Your Honor to discuss Mervyn's intention to make a motion pursuant to Federal Rules of Civil Procedure ("FRCP") 37(b)(2) and 37(c) to strike the expert report of Stephen Rankel, the financial witness identified by Plaintiff Great White Bear, LLC ("GWB") and preclude GWB's reliance on that report or any related testimony.

On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Mr. Rankel's January 21, 2008 report is attached hereto as Exhibit A.¹ Both of Plaintiff's reports failed to meet the requirements of FRCP 26(a)(2)(B). On February 25, 2008, in response to Mervyn's' request, Your Honor ordered GWB to provide Mervyn's with "complete" expert reports by March 14, 2008 ("the February 25 Order"). See Exhibit B. On February 29, 2008, GWB provided Mervyn's with a supplemental damages report. See Exhibit C. Again, this report was insufficient and counsel for GWB was so advised in a letter dated March 6, 2008. See Exhibit D. On March 17, 2008, Mervyn's received GWB's second supplemental damages report by Mr. Rankel. See Exhibit E. GWB's second supplemental report still fails to comply not only with FRCP 26 but also with Your Honor's February 25 Order. Furthermore, the report's deficiencies make Defendant's tasks of preparing a meaningful rebuttal damages report and effectively deposing Mr. Rankel impossible.

As noted in Defendant's February 21, 2008 letter to Your Honor (see Exhibit B), the damages figures provided in the now multiple versions of Mr. Rankel's report are entirely

<sup>&</sup>lt;sup>1</sup> Mervyn's does not here raise the sufficiency of GWB's FRCP 26 expert report for GWB's industry expert, Larry Lazar. However, Mervyn's reserves the right to move to exclude Mr. Lazar's opinions following his deposition, if deemed warranted and appropriate at that time.



The Honorable Frank Maas March 21, 2008 Page 2

unsupported by specific citation to any documentation or other data relied on by Mr. Rankel. As such, Mr. Rankel's report continues to lack a requisite element of FRCP 26(a)(2)(B): "the data or other information considered by the witness in forming [his opinions]." For example, Mr. Rankel's second supplemental report includes the following entries:

- "Additional Employees Time and Efforts To start a new line for Mervyn's, GWB had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns." See Exhibit E hereto, item 6.
  - -- Without any indication of the number of employees, the salary paid or any other information relied on by Mr. Rankel, he concludes that this expense is the round number of \$370,000 in his initial report.

    See Exhibit A.
- "Travel GWB had to travel overseas to review the foreign factories that were producing the garments." See Exhibit E hereto, item 8.
  - With no reference to any supporting documentation or data, Mr. Rankel concludes that GWB should recover \$12,000 for this supposed expense. See Exhibit A.
- "Loss [sic] Opportunity Costs The Company's main focus was on the development of the Mervyns line. This resulted in GWB losing 2 significant customers and a lot of bad will with other customers because of where the priorities were placed." See Exhibit E hereto, item 9.
  - -- Again, without any numerical data or documents evidencing such an amount, Mr. Rankel concludes that GWB had a core customer base of \$8,000,000 which excluded Mervyn's and resulted in a loss of \$700,000. See Exhibit A.
- "Showroom GWB entered into a new lease for there [sic] headquarters. The
  Company had copies of leases and cancelled checks to support the payments." See
  Exhibit E hereto, item 10.
  - -- No cancelled checks for GWB's showroom have been produced and without any indication of terms or payments made, Mr. Rankel concludes that \$400,000 should be attributed to Mervyn's for this. See Exhibit A.

Document 59-16

Filed 04/24/2008

Page 4 of 32



The Honorable Frank Maas March 21, 2008 Page 3

"Overseas Deposits - GWB pays various suppliers funds before the delivery of
merchandise because of the use of new factories. These suppliers would not do
business unless deposits were made." See Exhibit E hereto, item 11.

- Again, there is no reference to any document or data to support the figure of \$494,000 arrived at by Mr. Rankel. See Exhibit A.

FRCP 26, as it relates to the disclosures required of expert witnesses, was designed to prevent exactly this situation. Without a clear understanding of the data or information relied upon by Mr. Rankel in performing his damages calculation, a rebuttal damages report by Mervyn's would be an abstract and futile exercise based on assumptions, estimations, and guesses. Moreover, a deposition of Mr. Rankel would likely devolve into Mr. Rankel's inability to identify any document or other data relied on with specificity and would effectively prevent Defendant from questioning Mr. Rankel on that material. This defeats the entire purpose of FRCP 26.

FRCP 37(b)(2)(A) permits the Court to impose sanctions for the failure to comply with a Court order and specifically allows the Court to strike GWB's incomplete report and prohibit GWB from relying on it in any way. Similarly, FRCP 37(c)(1) provides "[i]f a party fails to provide information or identify a witness as required by FRCP 26(a) or (e), the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless" (emphasis added). It further allows for the recovery of expenses, including attorneys' fees.

Since GWB has failed to comply with the Court's February 25 Order, requiring production of complete expert reports, and since GWB has failed to comply with FRCP 26, Defendant respectfully requests a conference to discuss Mervyn's motion pursuant to FRCP 37(b)(2) and 37(c)(1) to exclude and strike Mr. Rankel's report and preclude GWB's reliance on his testimony and for such other relief as the Court deems proper.

Thank you for your attention to this matter.

Respectfully submitted,

Lisa T. Simpson

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Exhibit A

Case 1:06-cv-13358-RMB-FM Document 59-16

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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GREAT WHITE BEAR, LLC

06 Civ. 13358 (RMB)(FM)

-against-

MERVYNS, LLC

...

3

Defendant.

Plaintiff,

EXPERT REPORT OF STEPHEN J. RANKEL

Document 59-16

Filed 04/24/2008

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This is a written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. I address the damages suffered by Great White Bear, LLC, resulting from Mervyns.

My report is in the following three exhibits. Exhibit A contains my credentials. Exhibit is my recap of damages with Mervyns. Exhibit C contains the financial history of Great White Bear, LLC.

All of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents.

Stephen J. Rankel, CP

Date

Case 1:06-cv-13358-RMB-FM Document 59-16

Filed 04/24/2008

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### Exhibit A

Document 59-16

Filed 04/24/2008

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My credentials are as follows:

College - Baruch College, January 1980

Certified Public Accountant - New York State, November 1983

Work Experience – Weinick Sanders & Co., LLP – changed name to Weinick Sanders Leventhal & Co., LLP in July 1997. Started with this firm in April 1980, as a staff accountant. From September 1984 to March 1985 worked as a CFO for a client of the firm, returned to Weinick Sanders & Co., LLP in March 1985. Made Partner in 1987, Executive Partner in 1992 and Managing Partner of the firm in 1996. This firm specialized in the Apparel and Textile Industry with myself having over 25 years of experience in this field.

In August 2005, Weinick Sanders Leventhal & Co., LLP split up and four Partners including myself joined Citrin Cooperman & Company, LLP which I am an Executive Partner of the firm.

I am a member of the New York State Society of Certified Public Accountants, as well as a member of the American Institute of Certified Public Accountants.

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Filed 06/23/2008

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## Exhibit B

Document 59-16

Filed 04/24/2008

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#### Great White Bear LLC (Plaintiff) against Mervyns, LLC Defendant

Re: Claims against Mervyns

#### Recap of Damages

Reference#		
	Projected Losses	
1	Loss of Orders	\$3,760,000
	Actual Losses	
2	Royalty Agreement (Rampage)	\$ 288,000
	Returns and cancellations of	* 200,000
3	orders by Mervyns	250,000
4	Chargebacks not justified	225,000
5	Samples & Development Costs	95,000
6	Additional Employees Time and Effort	370,000
7	Interest	40,000
8	Travel	12,000
9	Loss Opportunity Costs	700,000
10	Showroom Expenses	400,000
11	Overscas Deposits	<u>494,000</u>
	Total Actual Losses	2,874,000
	Total Claim	<b>\$6,634,000</b>

#### Reference #

1

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#### Projected Losses

Mervyns committed to a \$13 million program at cost allowing for a 10% deviation down (or 11.7 million) over an eighteen month period. Mervyn's placed \$2.3 million in orders with the Company, so using the conservative approach of \$11.7 million (allowing for 10% deviation) the Company has an open order for \$9.4 million of merchandise.

Based on Mervyns not giving GWB the remaining \$9.4 million in orders, the Company sustained a loss as follows:

Loss Sales	\$9,400,000	
Gross Profit (%)	40%	
Gross Profit (\$)	\$3.760,000	

The Company loss \$3,760,000 gross profit on this agreement.

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Reference #

#### Actual Losses

2

#### Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

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#### Returns and Cancellations

Mervyns returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

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#### **Chargebacks**

Mervyns made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyns.

5

#### Samples and Development Costs

GWB was required to create a new sportswear line for Mervyns because of exclusive license of "Rampage Label" in the garments. The costs incurred by GWB was (i) purchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

6

#### Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Mervyns business was incremental business that required the Company to hire additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (fringes) and medical insurance.

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#### <u>Interest</u>

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or returned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

8

#### Travel

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyns.

9

#### Loss Opportunity Cost

GWB had a core customer base of \$8,000,000 which excluded Mervyns. To prioritize the customers GWB placed priority on Mervyns which resulted in a loss of 2 customers (Charming and Cato's). This merchandise was delivered late and GWB incurred substantial losses on the merchandise.

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#### Showroom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showroom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showroom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

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#### Overscas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the garments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

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### **Exhibit C**

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#### History of Great White Bear LLC

The LLC was formed as a Limited Liability Company on April 24, 2003 and began business on May 12, 2004.

	Equity Contributed	Loans to LLC	<u>Sales</u>	Profit (Loss)
May 12, 2003 to December 31, 2003	200,000	300,000	\$9,281,000	247,000
For Year Ended December 31, 2004		250,000	8,464,000	13,000
For Year ended December 31, 2005		100,000	8,619,000	(1,399,000)
From January 1, 2006 to September 1, 2006	<del></del>	578,000	3,191,000	(1,286,000)
Subsequent to September 1, 2006		625,000 (A)		

Based on the financial information above, GWB's financial stability declined in 2005, the year they started the Mervyns Program. In 2005, GWB had to make advances to overseas suppliers in 2005 to meet possible doubling of volume. This created outstanding advances to suppliers of \$674,000 at June 30, 2005, \$603,000 at September 30, 2005 and \$220,000 at December 31, 2005 because of write offs in 2005.

The factor (IDB factors) required that GWB put more funds into the business which they did and in August 2006, the factor stopped advancing GWB funds which forced GWB to hire a bankruptcy attorney to negotiate a settlement on the over advance at the factor. Sanford Fodiman had to guarantee a payment personally of \$625,000 payable over 2 years to obtain all releases from the factor. This \$625,000 is not reflected as part of the loans/equity of GWB.

(A) Amount that the factor required Sanford Fodiman to pay based on his personal guarantee at the factor.

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Exhibit B

Filed 06/23/2008

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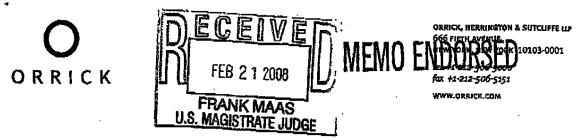
Filed 04/24/2008

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02/25/2008 14:47 FAX 2128056724

JUDGE MAAS

Ø002/003



February 21, 2008

BY HAND

Lisa T. Simpson (212) 506-3767 Isimpson@orrick.com

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: Great White Bear, LLC v. Mervyns, LLC (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Both of Plaintiff's reports failed to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

We write to request (1) a firm date for the production of Plaintiff's promised supplemental report from its damages witness, Mr. Rankel; and (2) an extension to a reasonable date thereafter (Defendant would propose 20 days) for Defendant to serve its expert reports.

On February 6, 2008, Defendant sent a letter to counsel for GWB identifying the deficiencies in Plaintiff's expert reports and requesting that Plaintiff immediately provide reports in conformity with the requirement of Rule 26 so that Mervyn's expert witnesses could proceed to prepare their responsive reports. That letter is attached hereto as Exhibit A. Plaintiff's counsel responded by letter dated February 11, 2008 (but faxed February 13), attached as Exhibit B hereto, informally providing some of the information requested and agreeing to provide supplemental reports. By letter dated February 19, attached hereto as Exhibit C, Defendant indicated that it would await the promised supplemental reports so that Defendant's expert witnesses could perform a meaningful analysis and response. Defendant further requested that Plaintiff provide the date on which it would produce the supplemental reports and requested that Plaintiff agree to a reasonable date thereafter for Defendant to submit its expert witness reports. Thereafter, the parties engaged in the e-mail traffic attached as Exhibit D, and Plaintiff thereafter provided, on February 20, 2008, a supplemental report for one of its two expert witnesses, Larry Lazar. Plaintiff promised to provide the supplemental report of its damages witness "shortly."

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02/25/2008 14:48 FAX 2128056724

JUDGE MAAS

**2003/003** 

Ms. Simpson's objections do not appear to be were bechnealities, as suggested in Mr. Byler's 2/25/08 letter. Indeed, She indicated that plantifis Financial expert has not sufficiently identical The ORRICK important them a list of pour cases and publications. The Honorable Frank Maas In any event, complying untially in gut have February 21, 2008 obvicted Meivyn's objections.

Page 2

Expert deslaures by March 14, 2008; defendant Merryr's reports shall be due by April 4, 2008 (together with all

Defendant's expert witness reports are currently due next Wednesday, February 27, 2008, and Defendant has yet to receive a complete report pursuant to Rule 26 from Plaintiff's Leguines damages witness. Defendant's expert witnesses, and particularly Defendant's financial expert by witness, cannot meaningfully analyze or respond to Plaintiff's damages report in its current form. (عراد) Plaintiff's damages report is attached hereto as Exhibit E. As is quickly apparent from a reviewpre shall of the report, it is lacking numerous of the requirements of Rule 26. Most noticeably, the damages figures provided are completely unsupported by any documentation, yet Mr. Rankel telephone states that the information "was abstracted from Great White Bear, LLC financial records and an precious documents." This general reference to financial records is not sufficient. If documents exist Scheduled which support Mr. Rankel's figures, and he has relied on those documents in forming his ou Harle 31, opinion, Defendant is entitled to know what those documents are with specificity. 2008 or 10 AM.

Defendant therefore requests a date certain for the production of Plaintiff's Fellaco, supplemental damages report and an extension of the due date for Defendant's expert witness reports1 to a date 20 days following the production of Plaintiff's supplemental report (and that 2/25/08 the remainder of the expert witness deadlines be adjusted accordingly).

Thank you for your attention to this matter.

Respectfully submitted.

Jesa Suprinfit

Lisa T. Simpson

Philip A. Byler, Esq. (By Hand) Counsel for Great White Bear, LLC

cc:

Since it is expected that Defendant's industry witness also can speak to certain aspects of Plaintiff's damages report, Defendant requests that the deadline for all of Defendant's expert reports be extended so that Defendant's expert witnesses can each sufficiently review and analyze the supplemental damage report expected from Plaintiff.

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Exhibit C

Case 1:06-cv-13358-RMB-FM Document 59-16

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GREAT WHITE BEAR, LLC

Plaintiff,

-against-

MERVYNS, LLC

Defendant.

SUPPLEMENT TO EXPERT REPORT OF STEPHEN J. RANKEL

06 Civ. 13358 (RMB)(FM)

Filed 04/24/2008

Page 21 of 32

This is a supplement to the written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court.

I have not published anything in the last ten years, have not testified as an expert in the last four years and am not receiving a special fee or other form of compensation for my testimony but rather am billing the company for my time at my normal rate (\$400 an hour) that is standard in the industry.

My opinions and the bases and reasons for those opinions are stated in my expert report dated January 21, 2008. I can further itemize the categories of documents for each item of identified damage and do the attached Exhibit D. As reflected in my expert report, I have knowledge of the financial records of the company.

Dated: February 20, 2008

Stephen J. Rankel, C.P.A.

Document 59-16

Filed 04/24/2008 Page 22 of 32

# Exhibit D

Reference #

3

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#### Actual Losses

2 Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sports wear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

Returns and Cancellations

Mervyns returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

**Chargebacks** 

Mervyns made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyns.

Samples and Development Costs

GWB was requited to create a new sportswear line for Metvyns because of exclusive license of "Rampage Label" in the gatments. The costs incurred by GWB was (i) putchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Metvyns business was incremental business that required the Company to hite additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (ftinges) and medical insurance.

Interest

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or returned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

Travel

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyns.

Loss Opportunity Cost

GWB had a core customer base of \$8,000,000 which excluded

Mervyns. To prioritize the customers GWB placed priority on Mervyns which resulted in a
loss of 2 customers (Charming and Cato's). This merchandise was delivered late and GWB
incurred substantial losses on the merchandise.

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Showtoom

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With the growth of business with Mervyns, GWB entered into a new lease for its space (showtoom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showroom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the gaments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

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Exhibit D

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Document 59-16

Filed 04/24/2008

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ORRICK, HERRINGTON & SUTCLIFFE LLP 666 FIFTH AVENUE NEW YORK, NY 10103-0001 tel 212-506-5000 fax 212-506-5151

March 6, 2008

Lisa T. Simpson (212) 506-3767 Isimpson@orrick.com

WWW.ORRICK.COM

BY FACSIMILE

Philip A. Byler Nesenoff & Miltenberg, LLP 363 Seventh Avenue — Fifth Floor New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We are in receipt of the supplement report of Stephen Rankel, sent by cover letter dated February 28, 2008. Mr. Rankel's report remains deficient and fails to satisfy the requirements of Federal Rule of Civil Procedure 26(a)(2)(B) for the reasons previously set forth in my correspondence with you and with Magistrate Judge Maas and as set forth in the Court's February 25, 2008 Order.

Sincerely

Lisa T. Simpson

Case 2:06-cv-13358-RMB-FM Document 68-15 Filed 06/23/2008 Page 27 of 43 Case 1:06-cv-13358-RMB-FM Document 59-16 Filed 04/24/2008 Page 27 of 32

Exhibit E

Document 68-15

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Filed 06/23/2008

Defendant.

Case 2:06-cv-13358-RMB-FM

-against -

MERVYNS, LLC,

SECOND SUPPLEMENT TO EXPERT REPORT OF STEPHEN J. RANKEL Case 2:06-cv-13358-RMB-FM Document 68-15 Filed 06/23/2008 Page 29 of 43

Case 1:06-cv-13358-RMB-FM Document 59-16 Filed 04/24/2008 Page 29 of 32

This is the second supplement to the written report by the undersigned, Stephen J. Rankel. Attached as Exhibit E is an amplification of the information providing the bases for my opinions in my expert report.

Dated: March 13, 2008

Stephen J. Rankel, ,C.P.A.

Document 68-15

Filed 06/23/2008

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Case 1:06-cv-13358-RMB-FM

Document 59-16

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## Exhibit E

Document 59-16

Filed 04/24/2008

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#### Exhibit E

### Amplification of basis of items 1 through 11 in Exhibit B

#### From Exhibit B Reference A

- Projected Loss GWB provided emails, spreadsheets and documentation on the styles 1) purchased by Mervyns as well as the costs to manufacture those styles. In addition, once the documents were presented, calculations were performed to calculate the loss.
- Royalty Payments GWB had two agreements for review, the original agreement and 2) the termination agreement. To show that there was a royalty agreement with Rampage that Mervyns had the exclusive right to the name. The company provided cancelled checks to back up the loss.
- Returns and Cancellations GWB provided cancellation letters, emails on 3) cancellations and garments returned from Mervyns. The inventory was specifically purchased for Mervyns and was sold off to third parties at below the cost of the garment.
- Chargebacks GWB provided the factor statements which documented all of the 4) deductions that were taken by Mervyns when they were paying GWB's invoices. There were some back up documents from Mervyns verifying these deductions.
- Sample and Development Costs GWB had to create a new line for Mervyns since 5) they had the exclusive rights of Rampage name for sportswear. These styles had to now and different any other styles in GWB's line. The Company had to buy and make samples which they are invoices.
- Additional Employees Time and Efforts To start up a new line for Mervyns, GWB 6) had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns.

- 7) Interest GWB as well as any company that is starting up a new division needs capital as in the case of GWB. They borrowed funds from a factor and they incurred interest charges. The financing was for developed costs, people travel, cost to carry inventory and to pay suppliers.
- Travel GWB had to travel overseas to review the foreign factories that were producing the gatments.
- 9) Loss Opportunity Costs The Company's main focus was on the development of the Mervyns line. This resulted in GWB losing 2 significant customers and 2 lot of bad will with other customers because of where the priorities were placed.
- 10) Showroom GWB entered into a new lease for there headquarters. The Company had copies of leases and cancelled checks to support the payments.
- Overseas Deposits GWB pays various suppliers funds before the delivery of merchandise because of the use of new factories. These suppliers would not do business unless deposits were made.

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Exhibit P

PARALEGAL

TANYA C. SIMMONS

Case 1:06-cv-13358-RMB-FM

Document 59-17

Filed 04/24/2008

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### NESENOFF & MILTENBERG, LLP

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SHARI S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

March 21, 2008

By Overnight Courier, By Hand & Telecopier: 212-805-6724

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
United States Courthouse
500 Pearl Street - Room 740
New York, New York 10007

Re: Great White Bear, LLC. v. Mervyns, LLC

Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

#### Dear Judge Maas:

I am an attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action. I submit this letter in preliminary response to the letter dated March 21, 2008, by Lisa T. Simpson, Esq., attorney for Defendant Mervyns, LLC ("Defendant Mervyns"), requesting a conference in anticipation of making a meritless motion to strike the expert report of Stephen J. Rankel, CPA, the damages expert for Plaintiff Mervyns. At the outset, it must be noted that Ms. Simpson cites no case law authority for the drastic unjustified step she takes, and I submit there is no justification for proposing the motion in the first place, as explained below.

First, I must note that this is "Good" Friday for me, and I was about to leave my office when out of the blue at 1:30 PM, I was handed the letter of Ms. Simpson; and I happen to be scheduled to take a flight early Monday morning, March 24, to Los Angeles to handle a hearing in Los Angeles in the Central District of California federal court on Tuesday, March 25. So, it was by happenstance that I received the Simpson letter, which did come out of the blue because at no time did Ms. Simpson raise with me any of the issues that she now raises with the Court. Had she done so, we would undoubtedly have been able to work out a solution. But that, I submit, would not serve Defendant Mervyns's apparent strategy of seeking to avoid dealing with the consequences of the breach of contract in this case. What does serve Defendant Mervyns's strategy is to take a shot at trying to prevent Plaintiff GWB from presenting qualified expert testimony on damages by a certified public accountant who knows the finances of Plaintiff GWB and who has shown in his report that the damages are in excess of \$6.6

Document 59-17

Filed 04/24/2008

Page 3 of 11

NESENOFF & MILTENBERG, LLP

#### Page -2-

million.

Ms. Simpson's proposed motion is clearly unjustified. The Rankel report, as supplemented, satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. That Rule requires that an expert report contain the following:

- "(i) a complete statement of all opinions the witness will express and the basis and reasons for them;
  - "(ii) the data or other information considered by the witness in forming them;
  - "(iii) any exhibits that will be used to summarize or support them;
- "(iv) the witness's qualifications, including a list of all publications authored in the previous ten years;
- "(v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and
- "(vi) a statement of the compensation to be paid for the study and testimony in the case."

When I sent the second supplement to Ms. Simpson, I stated in my cover letter that the Rankel letter satisfied all six requirements. Attached as Exhibit A is a copy of my letter. Ms. Simpson thereafter did not with me dispute my statement of compliance, as my letter requests if she did, and even now does not dispute that the Rankel report fully satisfies requirements (i), (iii), (iv), (v) and (vi).

Yet, Ms. Simpson wants to try to stop Plaintiff GWB from proving its damages case with testimony by a certified public accountant who knows the finances of Plaintiff GWB because, while Mr. Rankel does provide in his report a statement of "the data or other information considered by the witness in forming [his opinions]", which is requirement (ii) in the Rule, Ms. Simpson argues that more detailed information should be provided as to five of eleven damage items. Specifically, Ms. Simpson reviews the data provided as to additional employee expense, travel, loss opportunity costs, showroom expense and overseas deposits — which constitute \$1.9 million of the \$6.6 million in total damages, or about 29% of the total damages — and says that more detail should be required in the report as to five of the eleven damage items.

As to the additional employees expense item, Mr. Rankel does explain that the basis of the damage item in footnote 6 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on the additional employees hired as a result of the start up efforts for the Mervyns line.

As to the travel item, Mr. Rankel does explain that the basis of the damage item in footnote 8 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in

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Filed 04/24/2008

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NESENOFF & MILTENBERG, LLP

#### Page -3-

Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on the travel expense that had to be incurred to review foreign factories that were producing the garments.

As to the lost opportunity costs item, Mr. Rankel does explain that the basis of the damage item in footnote 9 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on the loss of customers and bad will with other customers because of the focus on the Mervyns line and resulting problems with Mervyns.

As to the showroom expense item, Mr. Rankel does explain that the basis of the damage item in footnote 10 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on the new lease to support the Mervyns work and references documentation.

As to the overseas deposits item, Mr. Rankel does explain that the basis of the damage item in footnote 11 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on payment of funds to suppliers before the delivery of merchandise because of the use of new factories.

As to these five items, Ms. Simpson's complaint is not that Mr. Rankel does not state any data or information in forming his opinion; the footnote format of Exhibit B to the original Rankel report and the supplemental information in Exhibit E to the Rankel report precludes that extreme a position. Ms. Simpson says, rather, that the report should have more. What Ms. Simpson complains about, however, can constitute the basis of questioning at a deposition of Mr. Rankel that it has always been contemplated that Defendant Mervyns would have. Nevertheless, as I stated above, if Ms. Simpson had raised these items with me, I would have worked out a solution, no doubt providing at least some of the information and perhaps all, and not stood on my sincerely held legal position that the Rankel report as is fully satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure.

While Ms. Simpson says that Rule 26, as it relates to expert witness disclosure, was intended to prevent this situation with respect to the Rankel report, that is not true at all. She cites no case law supporting her complaint, and there is nothing that does support it. It was certainly not the intention of Rule 26, as it pertains to expert disclosure, to frustrate the litigation of a case on the substantive merits; and that is what Defendant Mervyns's proposed motion would do. In contrast, in my experience over the years, expert discovery has always involved a flexible interaction between counsel, which make sense if counsel are suppose to cooperate in federal court discovery and discovery is to aid in the just adjudication of case.

I will be back in New York on Wednesday, albeit after a flight from Los Angeles. I will be glad to address then a way of disposing of Ms. Simpson's complaint without further ado. I do, however, take strong exception to the proposed motion of Ms. Simpson. It is time instead for Defendants Mervyns to get its expert reports done, so that the parties can proceed to complete expert discovery and then, if we don't have a settlement, to have the case tried before the Honorable Judge Richard M. Berman.

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Case 1:06-cv-13358-RMB-FM

Document 59-17

Filed 04/24/2008

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NESENOFF & MILTENBERG, LLP

Page -4-

cc:

Because this letter is written in the circumstances described on the first page of this letter, I reserve the right to supplement my response on my return from Los Angeles.

Respectfully submitted, NESENOFF & MILTENBERG, LLP

y: The Toxe

Orrick, Herrington & Sutcliffe, LLP. - by telecopier (Lisa T. Simpson, Esq./Rishona Fleishman, Esq.)

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, Case 1:06-cv-13358-RMB-FM Document 59-17

### **EXHIBIT A**

Document 59-17

Filed 04/24/2008

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### NESENOFF & MILTENBERG, LLP

ATTORNEYS AT LAW
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IRA S. NESENOFF ANDREW T. MILTENBERG

PHILIP A. BYLER
ALAN M. SHECTMAN
SHARI S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

March 14, 2008

**BY OVERNIGHT** 

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

Re:

Great White Bear v. Mervyns, LLC,

Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

Enclosed is a second supplement to the expert report of Stephen J. Rankel. With this supplementation, there can be no reasonably raised issue about the compliance with the Rankel Report with Rule 26(a)(B). The report does contain: (i) a complete statement of all opinions that the witness will express and the basis and reasons for them; (ii) the data considered by the expert witness; (iii) the exhibits that summarize his testimony; (iv) the witness's qualifications, including a statement about publications; (v) a statement concerning prior expert testimony; and (vi) a statement on compensation. The enclosed second supplementation provides an amplification as to each item of damage in the Exhibit B Chart (which already had footnotes).

If you have any questions or problems with respect to the foregoing, please raise them with me.

Very truly yours,

NEŠENOFF & MILTENBERG, LLP

By:

niko A. Ryler Esd

Document 59-17

Filed 04/24/2008

Page 8 of 11

#### NESENOFF & MILTENBERG, LLP 363 SEVENTH AVENUE NEW YORK, NEW YORK 10001

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Date: March 21, 2008 7 Page(s) (Including This Sheet) SEND TO: Name: **Honorable Frank Maas** Facsimile No.: 212.805.6724 Telephone No.: FROM: Name: Philip A. Byler, Esq.

#### COMMENTS TO RECEIVER:

Re: Great White Bear, LLC. v. Mervyns, LLC Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Please see the enclosed.

Please contact our office at 212.736.4500 if there are any problems with this transmission.

Case 2:06-cv-13358-RMB-FM Document 68-15 Filed 06/23/2008

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Page 41 of 43

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#### PRIVILEGED AND CONFIDENTIAL

Date: March 21, 2008 7 Page(s) (Including This Sheet)

SEND TO: Name: Honorable Frank Maas
Facsimile No.: 212.805.6724
Telephone No.:

FROM: Name: Philip A. Byler, Esq.

#### COMMENTS TO RECEIVER:

Re: Great White Bear, LLC. v. Mervyns, LLC Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Document 59-17

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#### PRIVILEGED AND CONFIDENTIAL

Date:	March 21, 2008	7 Page(s) (Including This Sheet)
SEND TO:	Name:	Lisa T. Simpson, Esq.
	Facsimile No.: Telephone No.:	Orrick, Herrington & Sutcliffe, LLP. 212.506.5151 212.506.3767
FROM:	Name:	Philip A. Byler, Esq.

#### **COMMENTS TO RECEIVER:**

Re: Great White Bear, LLC. v. Mervyns, LLC.

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#### PRIVILEGED AND CONFIDENTIAL

Date: March 21, 2008 7 Page(s) (Including This Sheet)

SEND TO: Name: Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
Facsimile No.: 212.506.5151
Telephone No.: 212.506.3767

FROM: Name: Philip A. Byler, Esq.

#### COMMENTS TO RECEIVER:

Re: Great White Bear, LLC. v. Mervyns, LLC.

## EXHIBIT W

1	UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK					
2						
3	X					
4	GREAT WHITE BEAR, LLC, : 06-CV-13358					
5	Plaintiff :					
6	: June 4, 2008 MERVYNS, LLC,					
7	• • • • • • • • • • • • • • • • • • •					
8	Defendant. : 500 Pearl Street					
9	TRANSCRIPT OF CIVIL CAUSE FOR TELEPHONE CONFERENCE BEFORE THE HONORABLE FRANK MAAS UNITED STATES MAGISTRATE JUDGE					
10						
11	APPEARANCES:					
12	For the Plaintiff: SHARI LASKOWITZ, ESQ. Nesenoff & Miltenberg LLP					
13	363 Seventh Avenue New York, New York 10001					
14	New TOTK, New TOTK 10001					
15	For the Defendant: LISA T. SIMPSON, ESQ. Orrick, Herrington & Sutcliffe					
16	666 Fifth Avenue New York, New York 10103					
17	New Tolk, New Tolk Tolos					
18						
19						
20						
21						
22	Court Transcriber: SHARI RIEMER TypeWrite Word Processing Service					
23	356 Eltingville Boulevard Staten Island, New York 10312					
24	Scaten Island, New TOLK 10312					
25						
	Proceedings recorded by electronic sound recording, transcript produced by transcription service					

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2
 1
              THE CLERK: -- this is Judge's law clerk. This is a
 2
    telephone conference in the matter of Great White Bear v.
    Mervyns. The conference is being tape recorded.
 4
              Counsel, please state your names for the record.
 5
              MS. SIMPSON: Lisa Simpson from Orrick, Herrington
    on behalf of Mervyns.
 6
              MS. LASKOWITZ: Shari Laskowitz from Nesenoff &
 7
 8
    Miltenberg on behalf of Great White Bear.
 9
              THE COURT: I'm sorry. I didn't hear your last name.
              MS. LASKOWITZ: Laskowitz.
10
11
              THE COURT: Thank you.
12
              Both sides I assume have received my decision
13
    concerning the expert report of plaintiff's accounting expert.
14
    I guess the first question I have, Ms. Simpson, is in light of
15
    that do you plan to depose the plaintiff's accounting expert?
              MS. SIMPSON: We do on the three limited damages
16
    items that remain in his report.
17
18
              THE COURT: Okay. And do you also plan to have your
19
    own accounting expert?
              MS. SIMPSON: We do.
20
21
              THE COURT: Hang on just a second.
22
                        [Pause in proceedings.]
23
              THE COURT: I know you had an accounting expert
24
    waiting in the wings. So I guess the question is how long is
    it going to take for your expert to come up with his or her
25
```

```
3
 1
    report.
 2
              MS. SIMPSON: We also have an industry expert, Your
 3
    Honor, to rebut the industry expert of plaintiff who wasn't
    part of our dispute over the completeness of the report as of
 5
    yet.
 6
              THE COURT: I guess I didn't realize or I certainly
 7
    didn't remember that there was an industry expert.
 8
              MS. SIMPSON: For both experts I think we could
 9
    probably have our reports done in two weeks.
10
              THE COURT: That seems reasonable. So that takes us
11
    to June -- well, why don't I just give you until the 20th,
12
    Friday.
13
              Is the plaintiff planning to depose the industry
14
    expert of the defendant?
15
              MS. LASKOWITZ: Depending on the report but yes,
16
    likely.
              THE COURT: Well, why don't I say that expert
17
18
    discovery will close Friday, July 11th.
19
              Is this a case in which, Ms. Simpson, you plan any
20
    dispositive motions?
21
              MS. SIMPSON: Yes, Your Honor.
22
              THE COURT: Tell me about those.
23
              MS. SIMPSON: Well, we may file a motion for summary
    judgment because the contract that governs the parties
24
25
    relationships which is not the contract that plaintiff alleges
```

governs the parties relationship contains a clause which is in effect precludes this action in its entirety. So we may make a motion based on that contract. We also have a motion that we wrote to Judge Berman about -- earlier in May. We discovered that the plaintiff is actually not the correct party to be bringing this suit. In other words, they are not the correct party under Rule 17. We discovered that through a series of transfers the right to sue no longer rests with Great White Bear and that we also concluded based on the documents that we've received from plaintiff that those transfers were in essence fraudulent. So we have a motion that we'd like to make under Rule 17 to have the action dismissed.

THE COURT: Has Judge Berman scheduled a premotion conference?

MS. SIMPSON: He has not. We did have a conference following our letter but we -- he wanted to wait until discovery closed to address it.

THE COURT: Well, I guess I will also direct that by July 11th any party wishing to make a dispositive motion write to Judge Berman to request a premotion conference.

If the -- and I know that he may have sent me or Judge Berman something about this in the past. It sounds vaguely familiar. But if these are closely held corporations all owned by the same individual if corporation A sues and it

5 1 should be corporation B, corporation B presumably could assign 2 its rights to corporation A which then would have the right to 3 sue; right? MS. SIMPSON: Yes. And we don't dispute that. we found, however, though is that there are a number of 5 unsecured creditors whose rights were ignored in these 7 transfers and who were essentially defrauded out of money that 8 was owed to them and that the transfers were made specifically 9 to do that and under the governing law that we found when 10 you're making transfers that are essentially defrauding people you don't just to fix your complaint and name a new party to 11 12 essentially correct the problem. 13 THE COURT: July 11th to write to Judge Berman. 14 From the defendant's perspective, is there anything 15 else we need to take up today? 16 MS. SIMPSON: No, Your Honor. 17 THE COURT: From plaintiff's perspective, Ms. 18 Laskowitz? 19 MS. LASKOWITZ: No, Your Honor. 20 THE COURT: Thanks a lot. 21 22 23 24 25

I certify that the foregoing is a court transcript from an electronic sound recording of the proceedings in the above-entitled matter. Shari Riemer Dated: June 12, 2008 

## EXHIBIT X

#### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GREAT WHITE BEAR, LLC,

Plaintiff, <u>ORDER</u>

-against-06 Civ. 13358 (RMB)(FM)

MERVYNS, LLC,

Defendant.

FRANK MAAS, United States Magistrate Judge.

Pursuant to a telephone conference held earlier today, it is hereby

#### ORDERED that:

- On or before June 20, 2008, the defendant shall serve its experts' 1. reports.
- 2. On or before July 11, 2008,
  - expert discovery shall be completed; and a.
  - any party wishing to make a dispositive motion shall submit Ъ. to Judge Berman a written request for a pre-motion conference.

SO ORDERED.

Dated:

New York, New York

June 4, 2008

FRANK MAAS

United States Magistrate Judge

# EXHIBIT Y



ORRICK, HERRINGTON & SUTCLIFFE UP 566 FIFTH AVENUE NEW YORK, NY 10103-0001 tel 212-506-5000 fax 212-506-5151 www.orrick.com

June 10, 2008

BY HAND

Lisa T. Simpson (212) 506-3767 Isimpson@orrick.com

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: Great White Bear, LLC v. Mervyns, LLC (06 CV 13658)

JUN 1 1 2008

13858) FRANK MAAS
U.S. MAGISTRATE JUDGE

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. As you may be aware, Plaintiff Great White Bear LLC ("GWB") has filed with Judge Berman objections pursuant to FRCP 72(a) to Your Honor's Memorandum Decision and Order, dated May 27, 2008, striking Items 3-7 of the expert report of Stephen J. Rankel, and to Your Honor's recent scheduling order of June 4, 2008 (GWB's "Objections" are attached hereto as Exhibit A). We write to request a stay of the June 4 Order, specifically the dates for the service of Mervyn's expert reports and the deadline for expert depositions, while awaiting resolution of this matter by Judge Berman.

At the teleconference with the Court on June 4, 2008, Your Honor specifically asked the parties whether they had received and reviewed your decision on Mr. Rankel's report. Although clearly preparing to do so, at no time during the call did counsel for GWB mention that GWB intended to file an objection to that decision. Rather, counsel for GWB allowed scheduling to proceed which it knew bore directly on the issues covered in its Objections. Mervyn's offered to produce its expert reports in two weeks, and the Court set June 20, 2008 as the deadline. The Court also ordered that depositions of experts conclude by July 11, 2008. Two days later, GWB filed its Objections with Judge Berman.

As we have indicated and discussed in the past, Mervyn's' expert reports in this matter are rebuttal reports. Mervyn's therefore must know what is and is not included in GWB's expert reports before its reports can be prepared. This reasoning applies equally to Mervyn's' industry expert who also has expertise that may bear on Mr. Rankel's report. Similarly, and entirely consistent with the purposes of FRCP 26(a), that which is contained in the expert disclosures defines and limits the proper scope of expert depositions. Since the scope of the depositions is not yet final, it would be inefficient to proceed with the depositions as scheduled.

I was not aware that objections were filed since a courter copy was not sent to me. In any event, I agree that it would be inefficient to proceed forther with lepent descovery with field Bernon rules. The application therefore is granted.



The Honorable Frank Maas June 10, 2008 Page 2

Mervyn's intends to file a response to GWB's Objections and it seems clear that this matter will not be resolved by June 20 in time for Mervyn's to comply with the current discovery schedule. We therefore respectfully request that the June 4 Order be stayed and that the dates contained in the Order be reset following the decision by Judge Berman on GWB's Objections.

Thank you for your attention to this matter.

Respectfully submitted,

Lisa T. Simpson

cc: Philip A. Byler, Esq. (By Hand)
Counsel for Great White Bear, LLC

# EXHIBIT Z

SOUTH	STATES DISTRICT COURT ERN DISTRICT OF NEW YORK		USDC SDNY DOCUMENT	
GREAT WHITE BEAR, LLC,  Plaintiff,			ELECTRONICALLY FILED DOC #: DATE FILED: U/V6/07	
MERVYNS.			06 CIVIL 13358 (RMB)(FM)	
	Defendants.			
_x_	General Pretrial (includes scheduling, discovery, non-dispositive pretrial motions, and settlement)		Consent under 28 U.S.C. § 636(c) for all purposes (including trial)	
<del></del>	Specific Non-Dispositive Motion/Dispute:*		Consent under 28 U.S.C. § 636(c) for limited purpose (e.g.,	
	Post Judgment Discovery		dispositive motion, preliminary	
	Topi dagment Discovery		injunction)	
	If referral is for discovery disputes when the District Judge is unavailable, the time period of the referral:		injunction) Habeas Corpus	
	If referral is for discovery disputes when the District Judge is unavailable, the time period of the referral:		injunction)	
	If referral is for discovery disputes when the District Judge is unavailable, the		injunction)  Habeas Corpus	
	If referral is for discovery disputes when the District Judge is unavailable, the time period of the referral:		injunction)  Habeas Corpus  Social Security  Dispositive Motion (i.e., motion requiring a Report and	

Dated: New York, New York June 28, 2007

RICHARD M. BERMAN U.S.D.J.